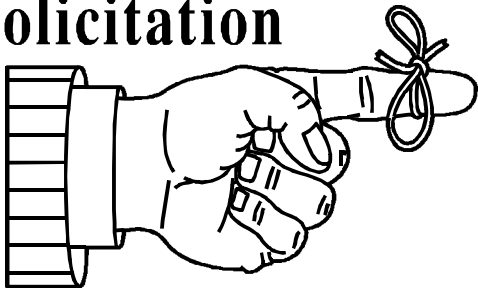


Notice Concerning Solicitation



OF-17 (OCT. 83)		FAR (48 CFR 53.214(g))	
IMPORTANT		NOTICE TO BIDDER	
On the envelope submitting your bid, it is imperative:			
1. That your name and address appear in the UPPER left corner.			
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.			
		5017-103	
C U T H E R E A L E D	INVITATION NO.		B I D
	DATE OF OPENING		
	TIME OF OPENING		
	A.M. P.M.		
BID FOR			

SOLICITATION: GS-10P-00-LUC-0020
SERVICE: REAL ESTATE BROKERAGE SERVICES

LOCATION: VARIOUS LOCATIONS, WASHINGTON AND OREGON

PERIOD OF PERFORMANCE: **OCTOBER 1, 2000 THROUGH SEPTEMBER 31, 2001
WITH FOUR ONE-YEAR OPTIONS**

SOLICITATION ISSUE DATE: MAY 2, 2000
PROPOSAL DUE DATE/TIME: JUNE 2, 2000, 4:00 PM. PACIFIC DAYLIGHT TIME

**PRE-PROPOSAL CONFERENCE: MAY 17, 2000, 10:00AM, AT GSA REGIONAL OFFICE, ROOM 1005, 400 15TH
STREET SW, AUBURN, WA**

**THIS PROCUREMENT IS A SMALL BUSINESS SET ASIDE IN ACCORDANCE WITH CLAUSE 52.219-. THE
STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC) FOR THIS ACQUISITION IS 6531 WITH A SIZE
STANDARD OF \$1.5 MILLION GROSS ANNUAL RECEIPTS.**

NOTE: ANY QUESTIONS REGARDING THIS SOLICITATION MAY BE DIRECTED TO:

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES
REAL ESTATE SERVICES (10PEC)
400 - 15TH STREET S.W.
AUBURN, WA 98001-6599
ATTENTION: ANTHONY KEMP, (253) 931-7728 OR
SUSAN W. HAAS (253) 931-7309

GSAR 515.406-1: UNIFORM CONTRACT ACT

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

GSA's hours of operation are 8:00 am to 4:30 pm. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

This solicitation and any documents related to this procurement will be available on the Internet. All Contractors downloading the solicitation shall notify this office in writing (either by electronic mail or facsimile) in order to be placed on the plan holders' list. Contractors are responsible for downloading their own copy of the solicitation and amendments, if any. These documents will be in .doc format and will reside on a World Wide Web (WWW) server, which may be accessed using a WWW browser application. The WWW address of the General Services Administration page is <http://cps.arnet.gov>. It is the Contractor's responsibility to monitor this site for the release of the solicitation and amendments, if any. Contractors may register for electronic notification of postings to the site.

PART I

THE SCHEDULE

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER GS10P00LUC0020		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05/02/00
7. ISSUED BY General Services Administration Reaal Estate Services 10PE 400 15th Street SW, Auburn, WA 98001-6599		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					

SOLICITATION

9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>GSA Center, Auburn, WA</u> until <u>4</u> local time <u>06/02/00</u> (Hour) (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:	A. NAME Anthony Kemp Susan Haas		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. (253) 931-7728		C. E-MAIL ADDRESS tony.kemp@gsa.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	18	X	J	LIST OF ATTACHMENTS	53
X	D	PACKAGING AND MARKING	22	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	24	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	74
X	F	DELIVERIES OR PERFORMANCE	26	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	84
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input type="checkbox"/> ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A

SOLICITATION/CONTRACT FORM

SECTION A - SOLICITATION/CONTRACT FORM

1. REMITTANCE ADDRESS

When the Contractor wishes payments to be mailed to an address other than that shown on the Standard Form 33, Solicitation Offer and Award, insert the proper remittance address in the space provided below:

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1. DESCRIPTION OF SERVICES. The Contractor shall provide management, supervision, manpower, equipment and supplies except those specified herein as Government-furnished property, as necessary for the performance of Leasing Services and Space Planning Services for the areas below. The Contractor must have an office within the following areas for the state(s) in which they have an interest

:

Area 1 (WA & OR): metropolitan areas of Seattle, Washington; AND Portland, Oregon or Vancouver, WA

Area 2 (ID): metropolitan area of Boise, Idaho

Area 3 (AK): metropolitan area of Anchorage, Alaska

Area 1 - State of Washington - except the counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, and Wahkiakum, which are close to the Oregon border and considered to fall within the State of Oregon below.

State of Oregon - including the Washington counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, and Wahkiakum, as stated above.

Area 2 - State of Idaho - All areas of the State of Idaho South of the City of Riggins on Highway 55 and South of the City of Salmon on Highways 93 and 28. Major cities include the greater Boise area, Twin Falls, Pocatello and Idaho Falls.

Area 3 - State of Alaska - Entire state.

Note to Offeror: GSA may not require services in all the counties listed above. Actual places of performance will be listed on the delivery/task orders issued after contract award.

2. AWARD OF CONTRACT. The Government may make more than one award for this contract - one for each of the areas listed above However, if an offeror submits a responsible, responsive offer which is the lowest for all areas one award will be made to that offeror.

3. OFFER FOR BASIC SERVICES

Services are for the base year which is for an initial 12-month period while Option Lot I covers the first additional 12-month period (second year), Option Lot II covers the second additional 12-month period (third year), Option Lot III covers the third additional 12-month period (fourth year), and Option Lot IV covers the fourth additional 12-month period (fifth year).

Quote a price per hour (as indicated) for furnishing all management, supervision, labor, materials and equipment and all administrative expense and overhead for the services specified herein.

Please complete you Bids/Offer in the spaces indicated on the following pages.

NOTE TO OFFERORS:

-THIS IS AN **INDEFINITE QUANTITY CONTRACT** FOR THE SUPPLIES OR SERVICES SPECIFIED, AND EFFECTIVE FOR THE PERIOD STATED IN THE SCHEDULE. MINIMUM GUARANTEED QUANTITIES ARE CITED IN SECTION F, PARAGRAPH 5b OF THIS SOLICITATION.

-YOU MUST QUOTE AN HOURLY RATE FOR THE INITIAL 12-MONTH PERIOD AS WELL AS FOR THE OPTION PERIODS IN ORDER TO BE CONSIDERED FOR AWARD.

- CONTRACTOR MUST HAVE EACH REAL ESTATE ASSOCIATE AND SENIOR REAL ESTATE ASSOCIATE COMPLETE GOVERNMENT TRAINING AS DESCRIBED IN SECTION C, PARAGRAPH 2. THIS TRAINING IS TO BE PROVIDED AT THE CONTRACTOR'S EXPENSE. FOR BIDDING PURPOSES, THE COST FOR TRAINING SHALL BE APPROXIMATELY \$700 PER EMPLOYEE BEING TRAINED. SHOULD THIS COST BE GREATER THAN OR SIGNIFICANTLY LESS THAN \$700 PER EMPLOYEE, THE GOVERNMENT WILL NEGOTIATE AN EQUITABLE ADJUSTMENT WITH THE CONTRACTOR.

STATE(S) OF WASHINGTON & OREGON

A. BASE YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0001. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0001AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0001AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0001AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0001AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0002. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and include services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
0002AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0002AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0002AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0002AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

B. OPTION I BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0003. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0003AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0003AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0003AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0003AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0004. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
0004AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0004AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0004AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0004AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

STATE(S) OF WASHINGTON & OREGON

C. OPTION II YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0005. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0005AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0005AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0005AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0005AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0006. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0006AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0006AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0006AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0006AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

D. OPTION III YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0007. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0007AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0007AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0007AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0007AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0008. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0008AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0008AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0008AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0008AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

STATE(S) OF WASHINGTON & OREGON

E. OPTION IV YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0009. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0009AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0009AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0009AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0009AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0010. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0010AA	Senior Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0010AB	Real Estate Associate	\$_____ P/H	300 HRS	\$_____
0010AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0010AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

A. BASE YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0101. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0101AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0101AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0101AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0101AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0102. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0102AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0102AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0102AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0102AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

B. OPTION I BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0103. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0103AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0103AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0103AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0103AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0104. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0104AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0104AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0104AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0104AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

STATE OF _____ IDAHO

C. OPTION II YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0105. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0105AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0105AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0105AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0105AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0106. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0106AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0106AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0106AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0106AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

D. OPTION III YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0107. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0107AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0107AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0107AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0107AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0108. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0108AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0108AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0108AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0108AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

STATE OF _____ IDAHO

E. OPTION IV YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0109. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0109AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0109AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0109AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0109AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0110. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
0110AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0110AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0110AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0110AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

A. BASE YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0201. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0201AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0201AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0201AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0201AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0202. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0202AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0202AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0202AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0202AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

B. OPTION I BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
----------	-------------	------------	--------------------	-------------

0203. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0203AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0203AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0203AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0203AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0204. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0204AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0204AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0204AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0204AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

STATE OF ALASKA

C. OPTION II YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0205. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0205AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0205AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0205AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0205AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0206. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0206AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0206AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0206AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0206AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

D. OPTION III YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0207. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0207AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0207AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0207AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0207AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0208. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0208AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0208AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0208AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0208AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

STATE OF ALASKA

E. OPTION IV YEAR BID/OFFER: Quote a rate for each category listed. **(12 Months)**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0209. LEASING SERVICES: (Including Pre-Survey of Buildings, Conducting Market Survey, Pre-Lease Surveys, Develop Negotiation Strategies, Lease Discussions, Development of Lease and Contract Lease Inspections, Lease Acquisition Services, Outleasing & Relocating Services, Antenna Outleasing, Real Estate Tax Adjustments, Operating Cost Escalations, Real Estate Tax Appeals.) **Estimated quantities are listed for evaluation purposes only.**

0209AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0209AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0209AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0209AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

0210. OUTLEASING SERVICES: Outleasing Services are described in Part III, Section J, Exhibit 4 and includes services for antenna outleasing.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
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0210AA	Senior Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0210AB	Real Estate Associate	\$_____ P/H	100 HRS	\$_____
0210AC	Research Principal	\$_____ P/H	50 HRS	\$_____
0210AD	Research Staff Associate	\$_____ P/H	50 HRS	\$_____

4. EMERGENCY SERVICES

a. Orders for additional services and/or emergency service may be placed orally when the amount of the order totals \$2,500 or less. All orders which exceed \$2,500 must be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish (using government standards) the maximum number of hours for which the Contractor will be compensated. Orders of \$2,500 or less may be processed using the certified invoice procedure.

b. Individual orders for additional services and/or emergency services involving more than 40 man-hours will only be issued with the consent of the Contractor. The total number of hours of emergency service ordered during any twelve month period shall not exceed 2,000 hours.

5. Contract Rates

a. The contract rates include all profit, costs, direct or indirect, including all office and other administrative or technical support necessary to perform the services required using the types of employees negotiated in the delivery order.

b. The following special additional direct costs may be allowable when included, by negotiation, in individual delivery orders.

1. The Government will pay expenses for authorized travel and subsistence for the Contractor and/or its representative, in the manner and to the extent provided by regulations applicable to GSA employees. The Government will not pay for travel or related costs for the Contractor's travel to or from a job site that is within fifty (50) miles of the Contractor's office. The cost of reimbursable travel to and from the job site, as described above, should not be included in the pricing, although other local travel should.

2. All travel and related costs are subject to prior approval by the Contracting Officer and shall be reimbursable providing that costs incurred by the Contractor's personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (travel in the continental 48 United States) the Joint Travel Regulation (travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the US) and Standardized Regulations (for travel not covered in the other travel regulations).

6. Direct Expenses

Travel, taxi, parking, etc., are allowable as described in the above paragraphs.

a. Vehicle travel to and from project (rate in the Federal Travel Regulations, currently 32.5 cents per mile).

b. Telephone (long distance calls related to GSA delivery order), taxi, and parking (actual).

c. Photography reproductions not in-house (at costs plus 10% mark up for handling).

d. Newspaper Advertising (at cost plus 10% markup for ordering and billing). Every notice for advertising shall be accompanied by a copy of the advertisement or an affidavit of publications furnished by the publisher or advertising agency concerned.

SECTION C

DESCRIPTION/SPEC/WORK STATEMENT

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

1. BACKGROUND

a. The General Services Administration (GSA) has statutory authority to enter into leases for real property for use by Federal agencies. The Real Estate Acquisition Program requires the performance of a variety of tasks associated with the various phases of the leasing process, including the pre-lease, market survey, lease discussions, development of lease contract, lease inspections.

b. The purpose of the Basic Real Estate Services Contract is to provide a mechanism for GSA to obtain services in the leasing areas on an "as needed" basis.

2. SCOPE OF WORK

a. General. Each service is described more fully in Part III, Section J, including information on what the Government will furnish, what the Contractor will furnish and what final product must result. Generally, the Contractor shall:

(1) Provide Leasing Services by performing one or more of the following tasks: Pre-Surveying all buildings in an identified city, identifying available properties by distributing circulars, reviewing GSA Forms 54, developing additional prospects, and consulting with real estate agents and other market resources; inspecting properties and comparing them with requirements in the applicable Solicitation for Offer (SFO); documenting lease market survey inspection forms to indicate how properties compared to the SFO; photographing buildings inspected; coordinating with the client agency in determining the suitability and acceptability of space; inspecting leased space to determine whether it meets requirements and should be accepted for occupancy; performing prerelease safety and environmental management assessment surveys to identify health hazards, substandard conditions, and procedures and to make recommendations on changes in items; and assisting in the development of negotiation strategies and objectives by providing pertinent market information; conducting discussions, making award recommendations; and developing lease contracts for award.

NO WORK SHALL BE PERFORMED UNDER THIS PARAGRAPH (1) BY ANY INDIVIDUAL WHO HAS NOT RECEIVED GOVERNMENT TRAINING; (completed, and passed, the following courses: Government Real Estate Leasing/Law and Cost and Price Analysis for Lease Proposals, presented by Management Concepts Incorporated, 8230 Leesburg Pike, Suite 800, Vienna, Virginia 22182); AND RECEIVED A HANDBOOK; AND A CHECKLIST OF REQUIREMENTS. The training will be at the Contractor's own expense. The handbook and checklist requirements will be provided to the awardee by the COR after contract award.

**Cost for Management Concepts Real Estate Leasing course is \$XXXXXX per individual
Cost for Management Concepts Law and Cost and Price Analysis for Lease Proposals is \$XXXXX per individual**

Course will be available in the Seattle Area between the months of August and October 2000.

(2) Provide Outleasing and Antenna Outleasing Services by performing one or more of the tasks listed and described in Section J, Exhibit 4.

3. MANAGEMENT PLAN

A management plan is required, to be submitted within 30 days after award. The plan shall describe the responsibilities and authorities of your company. The plan must indicate the party responsible for negotiations of contract and delivery order issues as well as describe the interrelationships and flow of work between any subcontractors.

4. CONTRACTOR START-UP REVIEW

a. Immediately after award of the contract and prior to performance, the Contracting Officer shall notify the Contractor's Representative and the Contracting Officer's Representative (COR) to make an in-depth review of the total job requirements.

b. The Contractor's representative shall meet with the Governments' representative every 2 weeks during the first six months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer's Representative, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The Contractor's representative and the Government's representative shall sign the written minutes of these meetings, prepared by the Government. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the Contracting Officer any areas of disagreement within 5 days after receipt of meeting minutes.

5. QUALIFICATIONS OF COMPANY

The Contractor shall, as a *minimum*, meet the following *mandatory* requirements:

a. Must have 3 years experience, and must have performed satisfactorily in negotiating commercial Real Estate Leasing transactions within the specific state the offer is being submitted for. (If offer is submitted for more than one state, the requirements of the company must be met for each state.)

b. Must submit at least two references who can verify Leasing transactions as described in paragraph a, above.

c. Must have negotiated leasing transactions on the following *minimum* size requirements at the following locations for which the company has an interest:

- (1) Seattle, Washington - 25,000 square feet or more
- (2) Portland, Oregon - 25,000 square feet or more
- (3) Anchorage, Alaska - 10,000 square feet or more
- (4) Boise, Idaho - 10,000 square feet or more

6. QUALIFICATIONS OF EMPLOYEES

The Contractor shall ensure that employees, including the contract manager, performing work under this contract have the necessary training and experience in order to efficiently and effectively perform the work. The following disciplines, with accompanying qualifications, shall be used at a minimum to perform services required under this contract.

a. **Leasing Services:** All leasing services are to be provided by qualified Real Estate Specialists. Real Estate Specialists must have the following skill levels:

(1) Senior Real Estate Associate:

- (a) Must have an active license in the State(s) in which the offer is being made.
- (b) Must have a minimum of five years cumulative commercial real estate experience particularly in the areas of space planning, leasing, space preparation and construction, facility relocation and analytical ability.
- (c) Must possess a sound knowledge of the local real estate market, particularly as it relates to leasing and construction cost; mature judgment in determining trends and economic influences.
- (d) Must have the ability to negotiate leases and accurately document all actions.
- (e) Must have skills to review and supervise the work of the Real Estate Associate.

(2) Real Estate Associate

- (a) Must have an active license in the State(s) in which the offer is being made.
- (b) Must have a minimum of three years cumulative commercial real estate consulting experience particularly in the areas of space planning, leasing, space preparation and construction, facility relocation and analytical ability.
- (c) Must possess a sound knowledge of the local real estate market, particularly as it relates to leasing and construction cost; mature judgment in determining trends and economic influences; and the ability to accurately report findings.

(3) Research Principal

- (a) A minimum of five years of experience in order to conduct real estate market research about commercial buildings, vacant space, rental rates and market concessions.
- (b) Must have skills to review and supervise the work of the Research Staff Associate.

(4) Research Staff Associate Must have a minimum of three years experience in order to conduct real estate market research about commercial buildings, vacant space, rental rates and market concessions.

(5) Person Responsible for Antenna outleasing: Real Estate Associate or Research Associate responsible for Antenna outleasing shall have a minimum of three years of experience in marketing, siting, installation and management of cellular and personnel communications service (PCS) antennas. These personnel shall also be familiar with antenna/wireless technologies, and shall be supervised by a Senior Real Estate Associate or Project Manager.

7. Submission of Qualifications

The Contractor shall submit **with their offer**, the names and qualifications of all persons proposed for work under this contract. (Use resume form included in Section J, Exhibit 3 or other format which identifies qualifications required).

8. Acceptance of Qualifications

- a. The Contracting Officer (CO) shall accept or reject proposed personnel based on qualifications submitted by the Contractor.
- b. The Contracting Officer shall have the right to require replacement of any Contractor employee performing work on this contract, if that employee is deemed to not be of the level of competence or ability required under the contract, or if said employee is for any other reason found to be unsuitable for the work. In such cases, the Contractor shall promptly submit the name and qualifications of a replacement.
- c. The Contracting Officer shall have the right to ask the Contractor to provide further evidence or demonstration of any employee's ability or suitability.

8. Substitution of Personnel

The Contractor shall utilize the personnel named in its proposal or task order to perform the services required under this contract. In the event that any of the personnel named in the proposal are unable to perform because of death, illness, resignation from the Contractor's employ, or any other reasons, the Contractor shall promptly submit to the Contracting Officer, in writing, a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information needed to approve or disapprove the proposed substitution. No substitutions shall be made without prior written approval of the Contracting Officer. No increase in contract prices will be allowed when personnel substitution is authorized.

SECTION D

PACKAGING AND MARKING

SECTION D - PACKAGING AND MARKING

1. Payment of Postage and Fees.

All postage and fees related to submitting information including forms, reports, etc., to the Contracting Officer of the Contracting Officer's Representative shall be paid by the Contractor.

2. Marking.

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

SECTION E

INSPECTION AND ACCEPTANCE

SECTION E - INSPECTION AND ACCEPTANCE

1. INSPECTION OF SERVICES - FAR 52.246-4 FIXED-PRICE (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or (2) Terminate the contract for default.

2. Acceptance. Final inspection and acceptance shall be made in writing by the COR upon completion of each task and submission of an acceptable product. Task Order products shall comply with the requirements of this contract. All items provided under this contract will be reviewed for approval by the Ordering Official prior to final acceptance by the CO.

3. Occupant Complaint Program

The Government will institute a customer complaint program as a means of assisting in documenting certain kinds of service problems. This occupant complaint program will be considered in evaluating a Contractor's performance and in taking deductions.

SECTION F

DELIVERIES OR PERFORMANCE

SECTION F - DELIVERIES OR PERFORMANCE

1. PLACE OF PERFORMANCE. The services to be provided under this contract shall be accomplished in various counties in Washington, Oregon, Idaho and Alaska.

2. TERM OF CONTRACT

After award, the successful Contractor will be given a written notice to proceed and shall provide contractual services from the date of the contract award, not to exceed a 12-month period, subject to the availability of funds (see the clause, Availability of Funds, Section I), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about [October 1, 2000](#).

3. OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government shall have the unilateral option of extending or renewing this contract for four (4) consecutive additional periods of one (1) year each. The Contracting Officer may exercise the option by providing written notice to the Contractor, at least 30 days before the contract expires. (See clause 52.217-9, Option to Extend the Term of Contract Services.)

4. DELIVERABLES AND TIMES. The Contractor will be sent delivery orders made out on purchase orders GSA 300, Order for Supplies Services. A description of the work required will be provided to the Contractor with a request for a proposal. The proposal from the Contractor should show estimated hours, skill levels, and any required travel. The proposal will be negotiated, and beginning and completion dates will be established. A firm fixed price order will be issued by the Ordering Official specifying:

- a. The contract number, order number and date, description of services, accounting and appropriations data, inspection and task order completion date.
- b. Invoice and payment provisions to the extent not covered by the contract.
- c. All task orders issued hereunder are subject to the terms and conditions of this contract.
- d. Task Orders for hourly services will be preceded by negotiations to establish the skill levels and hours required to accomplish the task order.
- e. Limit of Delivery Orders: No Delivery Order may be placed in effect after the term of this contract has expired, including extensions thereof, except to amend Delivery Orders that may still be in progress.

5. QUANTITIES AND CONDITIONS OF WORK

a. No Guarantee of Estimated Quantity of Work: Except as provided herein, the Contractor is obligated to deliver hereunder services that are ordered from time to time through individual Delivery Orders. Any services specified herein, or in any related Delivery Order of this contract, are to be considered estimated quantities only for the purpose of describing the general nature of work contemplated. No guarantee is provided or implied by the Government in any way that said services will, in fact, be ordered, except as stipulated below.

b. Guaranteed Minimum: The Government shall order at least \$50,000 in services for Washington, and \$50,000 for Oregon during each year of this contract. Total amount for both areas: \$100,000. The Government shall order at least \$25,000 in services for Idaho, and \$25,000 for Alaska during each year of this contract. Total amount for both areas: \$50,000. If more than one award is made, the guaranteed minimum will be as stated above per state. If one award is made, the total amount will apply.

c. Maximum Total Contract Amount: The Contractor is not obligated to honor or provide any services amounting to more than \$500,000 during the initial 12-month period and \$500,000 under any option period, if exercised by the Government.

d. Work by Others: The Government reserves the right to undertake by another contract, by Government employees, or by other means, the same type or similar work as contracted for herein and to do so shall not be a

violation of the terms of this contract, nor be considered as a termination in whole or in part of work contracted for hereunder.

6. AMENDMENTS AND CHANGES: Delivery Orders may be adjusted by the Contracting Officer (CO) by issuing written modifications. The modification shall be as negotiated and agreed with the Contractor. Changes to terms and conditions of the basic contract shall be made in accordance with the Changes Clause of General Provisions. Contract changes shall be made by the CO on an executed Standard Form 30 or GSA 300.

7. EXECUTION: All Delivery Orders must be properly executed and signed by the Government prior to commencement of the work being provided.

a. The period of performance of services specified in a Task Order issued to the Contractor shall be negotiated for each task. Terms of Task Orders are fixed and final unless modified by the COR.

b. Hourly services specified in a task order issued to the Contractor shall commence promptly and not later than the beginning date specified in the task order. It is anticipated that requirements for service will be generated on very short notice requiring prompt response.

8. SUBMISSIONS

All submissions will be accompanied by an appropriate letter of transmittal from the Contractor to the Ordering Official.

9. FORMATS

The Contractor is required to use GSA Forms. Samples of all GSA forms will be furnished to the Contractor. Reproduction of these forms is authorized and will be at the Contractor's expense.

10. CONTACT POINT

All submissions shall be made directly to the Ordering Official designated in the Task Order. However, this shall not be interpreted to preclude discussions with the client agency for the purpose of completing Task Orders assigned.

11. REVIEW AND APPROVAL

The period of review and approval by the Government will be negotiated for each Task Order. A schedule will be developed for each project, unless defined elsewhere in this statement of work.

12. CHANGES AND REVISIONS

Prior to approval by the Contracting Officer or the designated representative, the Contractor shall correct or revise any documents not meeting Task Order specifications. The Government shall not be liable for any costs due to corrections or revisions of any documents.

13. CONFERENCE, TELEPHONE AND PROGRESS REPORTS

a. The Contractor shall prepare conference and/or telephone reports documenting all significant information and/or decisions throughout the course of the Task Order.

b. The conference or telephone reports shall ensure complete communication and agreement on all important points and prevent misunderstanding delay.

c. The conference or telephone reports shall be submitted to the COR within three (3) working days of the conference or telephone calls.

d. Unless the Contractor is notified by the COR within three (e) working days after receipt that there are revisions, errors or omissions in a conference or telephone report, it shall automatically be deemed accepted by the Government. If there are revisions, the Contractor shall issue a new conference or telephone report within two (2) working days after the notice from the Government.

14. 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT (APR 84)

(a) If the contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay the Government as fixed, agreed, and liquidated damages, for each calendar day of delay, the sum of \$_____ (amount to be determined at the time an order is placed, typically \$50.00 to \$200.00 per day depending on the size of the order).

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate the contract in whole or in part under the Default - Fixed Price Supply and Services clause in this contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed Price Supply and Service Clause in this contract.

15. 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through one year thereafter including options if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

16. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

a. This is an indefinite quantity contract for the supplies for services specified, and effective for the period stated in the schedule. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the schedule up to including the quantity designated in the schedule as the "maximum". (See Section F, Para 5.c). The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum". (See Section F, Para 5.b). If the minimum order limitation of the contract is not met, the Government will terminate the contract for convenience in accordance with Clause 52.249-2, Termination for Convenience of the Government (Fixed Price)(Apr 1984)," incorporated by reference of the contract on page 46.

c. Except for any limitations on quantities in the **Order Limitations** clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the orders were completed during the contract's effective period, provided, that the Contractor shall not be required to make any deliveries under this contract after 20 days after the expiration of this contract.

NOTE: THE ABOVE CLAUSES REFLECT DELIVERIES AND AUTHORITY TO PLACE ORDERS THROUGH THE INITIAL YEAR OF THE CONTRACT. IN THE EVENT THAT THE GOVERNMENT EXERCISES ITS RIGHT TO RENEW SERVICE, THE ABOVE CLAUSES MAY BE MODIFIED TO REFLECT THE DATES WHICH

CORRESPOND TO THE EXTENDED PERIOD (I.E, OPTION I, OPTION II, ETC.). THE ABOVE FIGURES WILL REMAIN THE SAME FOR OPTION YEAR PERIODS IF NO MODIFICATION IS MADE.

17. NON-SUBMISSION OF REQUIRED SUBMITTALS: If the Contractor fails to submit acceptable schedules and other submittals as required by this contract, by the contract performance date, or by any extension approved by the Contracting Officer or his approved representative, all payments will be withheld until the items are received and approved by the Government.

SECTION G

CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA

1. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

a. Contracting Officer. The Contracting Officer has the overall responsibility for the administration of this contract. He/She alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or deliver schedules; make final decisions on disputed deductions from contract payments for nonperformance of unsatisfactory performance; terminate the contract for convenience or default; issue final decisions regarding contract questions or matters under dispute. However, he/she may delegate certain other responsibilities to an authorized representatives.

b. The COR is designated as the Contracting Officer's Representative to assist him/her in the discharge of his/her responsibilities. The responsibilities of the Contracting Officer's Representative include, but are not limited to, negotiating level of effort for the various task orders, determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; advising the Contractor of proposed deductions or nonperformance or unsatisfactory performance; and advising the Contracting Officer of any factors which may cause delay in performance of the work.

(1) The authority of the COR is strictly limited to the specific duties set forth in the letter of appointment, a copy of which will be furnished the Contractor. Contractors who rely on direction from other than the Contracting Officer, or a COR acting within the strict limits of his/her responsibilities as set forth in his/her letter of appointment, do so at their own risk and expense as such actions do not bind the Government contractually. Any questions concerning the authority of a Government employee to direct the Contractor contractually should be referred to the Contracting Officer.

c. Ordering Official. An official designated by the Contracting Officer to place individual orders under this contract. Designation of Ordering Officials will be accomplished after contract award and are not limited in total number. A list of authorized Ordering Officials will be provided to the Contractor.

NOTE: The COR and Ordering Officials will be determined at time of award

d. Client Agency. The Government client agency will assign a representative responsible for coordination, as appropriate, for each task order. It is emphasized that the Contractor coordinates with this representative only insofar as it is necessary to accomplish the purpose of the Task Order. Any items that may affect schedule, skill levels, cost, or task order scope shall be addressed to the Contracting Officer or the Contracting Officer's Representative.

2. PAYMENT-GENERAL

Any inquiries regarding payment shall be directed to:

General Services Administration
GSA Fund 192
Accounts Payable Branch, 7BCP
P O Box 17181
Ft. Worth, TX 76102
(817) 334-2408

3. SUBMISSION OF INVOICES

a. 552.232-70 INVOICE REQUIREMENTS (SEP 1999)

(1) Invoices shall be submitted in an original, unless otherwise specified, to the designated billing specified in this contract or order.

(2) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

ACT Number is provided on each purchase/delivery/task order.

(3) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or purchase/delivery order, the following information or documentation must be submitted with each invoice:

- Name and address of building in which service was performed
- The type of services (overtime)
- The time(s) the Contractor (employee) arrived and left the building
- Total hours spent at the building
- Total amount of billing
- Date and time of call
- Name of person making the call
- Name of person accepting the call
- Material costs including copy of material invoices

(b) REGULAR SERVICES

Invoices shall be submitted upon completion of each Task Order to:

GENERAL SERVICES ADMINISTRATION
GSA FUND 192
ACCOUNTS PAYABLE BRANCH, 7BCP
P O BOX 17181
FT. WORTH, TX 76102

(c) ADDITIONAL SERVICES

Each invoice exceeding \$2,500.00 for additional services shall be submitted to the address identified in paragraph (b). above and shall reference the contract number, name of building where such services were provided, the dates, the number of productive hours worked, vehicle hours used, including the hourly rates for each. Also indicate the name of the GSA representative who authorized the additional hours of work. Each invoice less than \$2,500 for additional service shall be forwarded to the field office that ordered the contracted service.

4. 552.232-71 ADJUSTING PAYMENTS (SEP 1999)

a. Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform to contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.

b. The Contractor may, within 10 working days of receipt of the notification of proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the proposed amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.

c. All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

5. 552.232-72 FINAL PAYMENT (SEP 1999)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned

under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

6. NON-SUBMISSION OF SUBMITTALS

If the Contractor fails to submit acceptable schedules and other submittals as required by this contract, by the contract performance date, or by any extension approved by the Contracting Officer or his approved representative, all payments will be withheld until the items are received and approved by the Government.

7. SUBMISSION OF REPORTS AND/OR DOCUMENTATION

If the Contractor fails to prepare and/or submit acceptable reports and/or documentation as required by this contract, within the required contract time frames, this may be construed to mean that the contract work has not been performed and the Government may withhold all payments until the required reports are satisfactorily completed and submitted and approved by the Contracting Officer or his approved representative, as required.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. RESTRICTIONS ON OTHER WORK

The Contractor or its employees performing services under any task order issued hereunder shall not solicit other work to be performed under this GSA contract or accept additional work under this contract from any client agency, unless specifically authorized by the Contracting Officer.

2. CONTRACTOR'S RESPONSE REQUIREMENT

Due to the critical matter of most agency, space needs, Contractor personnel must be available to attend meetings called by the Contracting Officer or designee or to meet with client agency representatives within 72 hours notice by telephone.

3. ORGANIZATIONAL CONFLICTS OF INTEREST

a. **Purpose.** The purpose of this clause is to ensure that the Contractor (1) is not biased in the performance of this contract because of a past, present, or currently planned interest (financial, contractual, representational, organizational or otherwise), (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract, and (3) does not enter into a direct relationship (financial, contractual, representational, organizational, or otherwise) during the term of this contract with any party proposing to offer or offering leasehold interests in real property in response to a solicitation developed as a result of the Contractor's performance of this contract.

b. **Definition.** The term "Contractor" as used in this clause, means the Contractor, any of its affiliates, the Contractor or its affiliates successors in interest, or other entities in which the Contractor has a financial interest, consultants, subcontractors of any tier, and employees thereof.

c. **Restrictions.** The Contractor agrees:

(1) To remain ineligible to participate in any capacity (including the representation of another party) in GSA contracts, subcontracts, or proposals therefor (solicited or unsolicited which stem directly from the Contractor's performance under this contract.

(2) During the term of this contract, to terminate any relationship (financial, contractual, representational, organizational or otherwise) that it may have with any party which owns or has an interest in a building(s) that has been offered or which may reasonably be expected to be offered in response to a solicitation for the acquisition of leasehold interests in real property developed as a result of the Contractor's performance of this contract.

(3) During the term of this contract, not to enter into a relationship (financial, contractual, representational, organizational, or otherwise) with any party which owns or has an interest in a building(s) that has been offered or which may reasonably be expected to be offered in response to a solicitation for the acquisition of leasehold interests in real property developed as a result of the Contractor's performance of this contract.

(4) That to the extent the Contractor receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, such information shall be treated in accordance with any restrictions imposed on such information.

(5) That if the Contractor obtains access to information, such as GSA plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public it will not use such information for any private purpose unless the information has been released or otherwise made available to the public. He also will not compete for work for GSA based on such information until such information is released or otherwise made available to the public; will not submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by GSA.

(6) Not to solicit or accept any extraneous compensation or thing of value for or because of any act performed or to be performed under this contract. The Contractor further agrees not to solicit or accept any extraneous compensation or thing of value for or because of any act performed or to be performed by GSA officials in connection with the acquisitions of leasehold interests in real property which result from or relate to the Contractor's activities. The Contractor further agrees to immediately report to the Contracting Officer the offering of such a gratuity.

d. Disclosure after award

(1) The Contractor shall, upon request, promptly provide the Contracting Officer an update of its financial disclosure statement and list of clients.

(2) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, an immediate and full disclosure shall be made to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts.

(3) In the event that the Contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

e. Subcontracts

(1) The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve performance or work of the type specified in (c) (1) above or access to information of the type covered in (c) (4) or (5) above. The terms "contract", "Contractor" and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(2) If a subcontract is to be issued for evaluation services or activities, technical consulting or management support services as defined in FAR 9.5, the Contractor shall obtain for GSA a financial disclosure statement for each intended subcontractor. The Contractor shall not enter into any subcontract until the Contracting Officer determines whether the subcontract award would, create an organizational conflict of interest. If found to exist, the Contracting Officer may require that the Contractor include appropriate conditions which avoid or mitigate such conflict in the subcontract before it is awarded.

f. Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contract efforts and pursue such other remedies as may be permitted by law or this contract.

g. Waiver. Requests for waiver under this clause shall be directed, in writing, to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interest of the Government, the Contracting Officer may grant such a waiver in writing.

h. Modifications. The Contracting Officer may request and the Contractor is required to provide either an organizational conflict of interest disclosure or representation or an update of the previously submitted disclosure or representation if there are contract/task order modifications where the statement of work is modified to add new work the period of performance is significantly increased, or the key personnel for the contract/task orders are changed.

4. COMMISSION OFFSET FROM LEASE PAYMENT

a. Where the Contractor is entitled to receive a real estate commission or has any right to receive any form of payment from a broker, potential lessor, or other party, for work performed under this contract, the Contractor shall immediately report the amount to the Contracting Officer. The Contractor shall negotiate with the broker, potential lessor, or other party to have the commission or other payment applied as an offset against GSA lease payments. If

the Contractor is unable to negotiate an offset acceptable to the Contracting Officer, the Contractor shall pay the amount of the commission or the fair market value of any other form of payment to GSA without deduction for any charge or claim.

b. Contractor shall not be entitled to receive payment for representing GSA in lease negotiations until the Contractor submits a written certification to the Contracting Officer stating that the Contractor has not received any compensation or other form of payment from any source other than the United States for its services under this contract. In addition, the Contractor shall certify that if it receives any compensation or any other form of payment from any source other than the United States for its services under this contract, the Contractor shall promptly pay the compensation or the value of the other form of payment to the Contracting Officer. The Contractor is aware of the criminal penalties for making a false statement to the United States contained in 18 U.S.C. 1001.

5. INSURANCE

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, general liability and automobile policies.

b. The general liability and automobile policies must name the United States of America, acting by and through the General Services Administration as an additional insured with respect to all work performed under this contract.

c. The policy or policies of insurance must stipulate that the Government is to be notified 30 days prior to any cancellation of the policy or any material change adversely affecting the Government's interest.

d. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer of the Contractor gives written notice to the Contracting Officer, whichever period is longer.

e. The Contractor shall insert the substance of this clause, including this paragraph 5, in subcontracts under this contract, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

f. **GENERAL LIABILITY:** The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. Such insurance shall provide coverage for occupational illness or death, personal injury and property damage, on either an occurrence basis or a claims-made basis. Specify coverage limits and identify any exclusions to the coverage. If not currently covered by such insurance, provide a copy of the most recent certificate of such insurance and a statement from an insurer that such insurance will be provided if the offeror is awarded this contract.

g. **AUTOMOBILE LIABILITY:** The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$250,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

6. ADDITIONAL SERVICES AS REQUIRED

a. The Contractor shall, at the request of the Contracting Officer, assist GSA in the preparation of protest and litigation materials, or other administrative matters as required at the hourly rate specified in Section B unless the protest and/or litigation arises out of the negligence of the Contractor, in this case, the Contractor will provide all required support at no cost to the Government. If the Government incurs any liability as a result of the Contractor's negligence, the Contractor will indemnify the Government for its liability.

b. The Government may require additional documentation and assistance from the Contractor. The

requirement will be described and a proposal requested for the work. The requirement will be negotiated and the Contractor will be reimbursed for these services.

PART II

CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

SERVICE CONTRACT CLAUSES (Updated 11/99)

INDEX (CLAUSES INCORPORATED BY REFERENCE)

<u>CATEGORY</u>	<u>CLAUSE NO.</u>	<u>48 CFR REFERENCE</u>	<u>APPLICABLE CLAUSE TITLE</u>	<u>TO CONTRACTS EXCEEDING</u>
GENERAL	1	52.202-1	Definitions (10/95)	100,000
	2	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 97)	Over 100K
	*3	552.203-71	Restriction on Advertising(9/99)	\$100,000
		52.204-4	Printing/Copying Double-Sided on Recycled Paper (Jun 96)	100K & Over
	4	52.214-29	Order of Precedence - Sealed Bidding(1/86)	ALL
	5		Reserved	
	6	52.225-11	Restrictions on Certain Foreign Purchases (8/98)	\$2,500
	7	52.242-13	Bankruptcy (Jul 95)	Over 100K
	*8	52.252-2	Clauses Incorporated By Reference (Feb 98)	ALL
	*9	52.252-6	Authorized Deviations or Variations in Clauses (Apr 84)	ALL
		552.252-6	Deviation FAR 52.252-6 (Jul 85)	
	10	552.237-70	Qualifications of Offerors (May 89)	ALL
	11	52.253-1	Computer Generated Forms(Jan 91)	ALL
	12	52.203-3	Gratuities (Apr 84)	\$100,000
STANDARDS OF CONDUCT	13	52.203-5	Covenant Against Contingent Fees (Apr 84)	\$100,000
	14	52.203-7	Anti-Kickback Procedures(Jul 95)	\$100,000
	15	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 97)	\$100,000
BUY AMERICAN ENVIRONMENTAL PROTECTION	16	52.225-3	Buy American Act-Supplies (Jan 94)	\$2,500
	17	52.223-2	Clean Air and Water (Apr 84)	\$100,000
	18	52.223-5	Pollution Prevention and Right-to-Know Information (4/98)	ALL
	19	52.223-6	Drug-Free Workplace (Jan 1997)	ALL-if awarded to individual \$100,000- if awarded to firm
LABOR STANDARDS	20	52.222-1	Notice to the Government of Labor Disputes (Feb 97)	ALL
	21	52.222-3	Convict Labor (Aug 96)	\$2,500
	22	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 95)	\$100,000
	23	52.222-26	Equal Opportunity (2/99)	\$10,000
	24	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (4/98)	\$10,000
	25	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (1/99)	\$25,000
	26	52.222-36	Affirmative Action for Workers with Disabilities (6/98)	\$10,000
	27	52.222-43	Fair Labor Standards Act and	OTHER THAN

			Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 89)	JWOD
	28	52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment (May 89)	JWOD
	*29	52.222-47	Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 89)	Applicable if incumbent union
SUBCONTRACTING	30	52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 95)	Over 100K
	31	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (7/95)	\$25,000
	32	52.219-8	Utilization of Small Business Concerns (6/99)	\$100,000
	33	52.219-9	Small Business Subcontracting Plan (10/99)	\$500,000
	34	52.219-14	Limitations on Subcontracting (Dec 96)	
	35	52.219-16	Liquidated Damages-(1/99)	\$500,000
TAXES	36	52.229-3	Federal, State, and Local Taxes (1/91)	\$100,000
		552.229-70	Federal, State, and Local Taxes (4/84)	\$2,500
	37	52.229-5	Taxes-Contracts Performed in U.S. Possessions or Puerto Rico (4/ 84)	\$100,000
PAYMENT	38	52.232-8	Discounts for Prompt Payment (5/97)	ALL
	39	52.232-9	Limitation on Withholding of Payments (Apr 84)	If applicable
	40	52.232-11	Extras (Apr 84)	ALL
	41	52.232-17	Interest (Jun 96)	\$100,000
	42	52.232-23	Assignment of Claims (Jan 86)	\$2,500 JWOD
	43	52.232-25	Prompt Payment (Jun 97)	ALL
	*44	52.232-34	Payment by Electronic Funds Transfer—Other than Central Contractor Registration (5/99)	ALL
	*45	52.232-36	Payment by Third Party (5/99)	If contract can be paid using Commercial Credit Card
	*46	552.232-73	Availability of Funds (Sep/99)	ALL
ADJUSTMENTS	47	52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (Jan 97)	\$100,000
	48	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity(Jan 97)	\$100,000
	49	552.243-70	Pricing of Adjustments(Apr 89)	ALL
DISPUTES	50	52.233-1	Disputes (12/98)	ALL
OTHER	52	52.248-1	Value Engineering (Nov 1999)	\$100,000
AUDITS/COST OR PRICING DATA	53	52.214-26	Audit-Sealed Bidding (Oct 1997)	\$500,000
	54	52.214-27	Price Reduction for Defective Cost Or Pricing Data - Modifications - Sealed Bidding	\$500,000
	55	52.214-28	Subcontractor Cost and Pricing Data -Modifications- Sealed Bidding (Dec 1991)	\$500,000

56	52.215-2	Audit - Negotiation (June 1999)	\$500,000
57	52.233-3	Protest After Award (Aug 1996)	\$100,000
58	552.215-71	Exam. Of Records by GSA (Multiple Award Schedules)(8/97)	\$100,000

SUPPLEMENTAL CONTRACT CLAUSES FOR BUILDING SERVICE CONTRACTS-INDEX

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>PARA</u>	<u>CLAUSE TITLE</u>	<u>TO CONTRACTS EXCEEDING</u>
INSURANCE	52.228-5	1	Insurance-Work on a Government Installation (Jan 97)	Over 100K
	52.246-25	2	Limitation of Liability-Services (Feb 97)	Over 100K
EMPLOYEES	*52.228-70	3	Workers' Compensation Laws (Sep 99)	Over 100K
	552.237-71	4	Qualification of Employees (May 89)	Over 100K
	52.207-3	5	Right of First Refusal of Employment (Nov 91)	Only A76 Projects
	52.215-18	6	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions (Oct 97)	Negotiated over 500K
	52.222.50	7	Nondisplacement of Qualified Workers (May 99)	Succeeding Bldg. Svc. Contracts
CHANGES TERMINATION	52.243-1	8	Changes-Fixed Price (Aug 87)/Alt I (Apr 84)	ALL
	52.249-1	9	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 84)	100K or Less
	52.249-2	10	Termination for Convenience of the Government (Fixed-Price) (Sept 96)	Over 100K
OTHER	52.249-8	11	Default (Fixed-Price Supply and Service) (4/84)	Over 100K
	52.217-9	12	Option to Extend the Term of the Contract (Nov 99)	ALL
	52.219-6	13	Notice of Total Small Business Set-Aside (Jul 96)	APPLICABLE X____ NOT APPLICABLE
	*	14	Rate, Charges and Public Regulation	TRASH REMOVAL
	52.237-2	15	Protection of Government Buildings, Equipment, and Vegetation (4/ 84)	ALL
	*	16	Safety and Health	ALL
	52.223-12	17	Refrigeration Equipment and Air Conditioners (May 95) (for maintenance, repair, or disposal of any equipment or appliance using class I or class II ozone-depleting as a refrigerant, such as air conditioners, including motor vehicle, refrigerators, chillers or freezers)	ALL
	52.223-14	18	Toxic Chemical Release Reporting (Oct 96) (Applies to competitive contracts expected to exceed \$100,000 and which include 52.223-13)	\$100,000
	52.223-5	19	Pollution Prevention and Right-to-Know Information (4/98)	ALL

SERVICE CONTRACT CLAUSES – FULL TEXT

(*8) 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

WWW.ARNET.GOV/FAR

(*9) 52.252-6 Authorized Deviations in Clauses (Apr 84)

552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (SEP 1999)

(a) Deviations to FAR clauses.

- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5)
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” or after the date of the clause

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(*3) 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(*29) 52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

NOT Applicable

(*44) 52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999).

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by

_____ [the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT.

However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(*45) 52.232-36 Payment by Third Party. (May 1999)

(a) *General.* The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) *Contractor payment request.* In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims.* Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(*46) Availability of Funds (SEP 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) is exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the contractor.

SUPPLEMENTAL CONTRACT CLAUSES FOR BUILDING SERVICE CONTRACTS - FULL TEXT

(*16) SAFETY AND HEALTH

PART 1 - GENERAL

1.1 Applicable Publications: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

1.1.1 Code of Federal Regulations (CFR):

OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

1.1.2 Federal Standard (Fed. Std.):

1.2 Work Covered by this Section: This section is applicable to all work covered by this contract.

1.3 Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyl's (PCBS), explosives, and radioactive material, but may include others. The most likely products to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging, and pipe covering.

1.4 Quality Assurance:

1.4.1 Post Award Meeting: Representatives of the Contractor shall meet with the Contracting Officer and his/her representative(s) prior to the start of service activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the post award conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general post award meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall attend this meeting.

1.4.2 Compliance With Regulations: All work, including the handling of hazardous materials or the disturbance of dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials; the demolition of structures containing asbestos; and/or the disposal and removal of asbestos, shall also comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

1.4.3 Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors which results in illness, injury, or death.

1.4.4 Inspections, Tests, and Reports: The required inspections, tests, and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the Contractor's expense.

1.5 Submittals:

1.5.1 Accident Reporting: A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded through the Property manager to the Contracting Officer as soon as possible, but in no event later than seven (7) calendar days after the day the accident occurred.

1.5.2 Permits: If hazardous materials are disposed of off site, submit copies of permits from applicable, federal, state, or municipal authorities.

1.5.3 Other Submittals: If agreed to in writing at the post award meeting, other submittals shall be required. One such submittal which may be included is a plan of action for handling hazardous materials to contain the following:

- a. Number, type, and experience of employees to be used for the work.
- b. Description of how safety and health regulations and standards shall be met.
- c. Type of protective equipment and work procedures to be used.
- d. Emergency procedures for accidental spills or exposures.
- e. Procedures for disposing of or storing the toxic/hazardous materials.
- f. Identification of possible hazards, problems, and proposed control mechanisms.

- g. Protection of public or others not related to the operation.
- h. Interfacing and control of subcontractors, if any.
- i. Identifications of analysis, test demonstrations, and validation requirements.
- j. Method of certification for compliance.

1.6 Cautionary Procedures at Existing Vaults: Vault doors in existing buildings may be equipped with protective devices having tear gas attachments. The Contractor shall consult the Property Manager to ascertain whether vault doors in areas under this contract are so equipped. It is unsafe for persons unfamiliar with such protective devices to tamper with or disturb them. If a vault door so equipped is to be removed, left open or reset, the Contractor shall give the Property manager of the building two weeks notice to arrange for disconnecting the protective devices.

PART 2 - PRODUCTS

2.1 Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

2.2 Hazardous Materials:

The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during the execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the Contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required.

PART 3 - EXECUTION

3.1 Stop Work Orders: When the Contractor or his/her subcontractors are notified by the Contracting Officer's Representative(s) of any noncompliance with the provisions of the contract and the action(s) to be taken, the Contractor shall immediately, if so directed, or within 48 hours after receipt of a notice of violation correct the unsafe or unhealthy condition. If the Contractors fail to comply promptly, all or any part of the work being performed may be stopped by the Contracting Officer or his/her representative(s) with a "Stop Work Order". When, in the opinion of the Contracting Officer or his/her representative(s), satisfactory corrective action has been taken to correct the unsafe and unhealthy condition, a start order will be given immediately. The Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppage.

3.2 Protection:

3.2.1 The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or a subcontractor working under his/her direction.

3.2.2 Work shall not be performed in any area occupied by the public or Federal employees unless specifically permitted by the contract or the Contracting Officer and unless adequate steps are taken for the protection of the public or Federal employees.

3.2.3 Whenever practicable the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area.

3.2.4 When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as the posting of signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations shall be used as appropriate.

3.2.5 When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exists, as during the erection of building walls, or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.

3.2.6 Fences and barricades shall be moved upon completion of the project, in accordance with local ordinance and to the satisfaction of the Contracting Officer or his/her representative(s).

3.2.7 The storing, positioning, or use of equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.

3.2.8 No corridor, aisle, stairway, door, or exit shall be obstructed.

52.222-46 Evaluation of Compensation for Professional Employees.

As prescribed in 22.1103, insert the following provision:

Evaluation of Compensation for Professional Employees (Feb 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.

SECTION J

LIST OF ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

EXHIBIT 1 - DEFINITIONS

EXHIBIT 2 - REQUIREMENTS FOR LEASING SERVICES/LEASE ACQUISITION SERVICES

- a. Project Schedule
- b. Market Surveys
- c. Develop Solicitation for Offers
- d. Review and Evaluate Offers
- e. Negotiate Offers
- f. Best and Final Offers (BAFO)
- g. Preparation of Lease Documents
- h. Post Award Services
- i. Disputes, Protests, Claims and Appeals
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EXHIBIT 3 - KEY RESPONSIBLE PERSONNEL RESUME

EXHIBIT 4 - OUTLEASING/ANTENNA OUTLEASING

EXHIBIT 1 - DEFINITIONS

1. **"Fair Rental"** means the amount of the rental that reasonably can be expected to be paid for the lease of real property as established by competition and/or by a value estimate based on accepted real property appraisal procedures.
2. **"Landlord"** or **"Lessor"** means any individual, firm, partnership, trust, association, state or local government, or other legal entity that leases real property to the Government.
3. **"Lease"** or **"leasehold interest in real property"** means a conveyance to the Government of the right of exclusive possession of real property for a definite period of time by a landlord. It may include services provided by the landlord such as heating, ventilation, air conditioning, utilities, custodial services, and other related services furnished by the landlord.
4. **"Rent and related services"** means the consideration paid for the use of leased property plus the costs of operational services such as heat, light, and janitor services whether furnished by the lessor, the Government, or both.
5. **"Small business"** means a concern including affiliates, which is organized for profit, is independently-owned and operated, is not dominant in the field of leasing commercial real estate, and has annual average gross receipts of \$10 million or less for the preceding three fiscal years.
6. **"Solicitation for Offers (SFO)"** means invitation for bids in sealed bidding or request for proposals in negotiations.
7. **"Space in-buildings"** means the premises leased, or to be leased, including improvements. Its quantity is normally expressed in terms of square feet.
8. **"Competition"** Full and open competition means that all responsible sources are permitted to compete.
9. **"Discussions"** Discussions are conducted with offerors to assure a clear understanding of the requirements, terms and conditions, and to negotiate prices, which are fair and reasonable.
10. **"Contractor"** The person or firm awarded the contract(s) as a result of being the successful offeror.
11. **"Rentable Space"** Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.
12. **"Occupiable Space"** Occupiable Space is that portion of rentable space that is available for a tenant's personnel, equipment, and furnishings and is the method of measurement for the area which will be used to evaluate offers. Occupiable space is determined as follows:
 - a. If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.
 - b. If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions.

c. In all measurements, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including their enclosing walls:

- (1) toilets and lounges,
- (2) stairwells,
- (3) elevators and escalator shafts,
- (4) building equipment and service areas,
- (5) entrance and elevator lobbies,
- (6) stacks and shafts, and

(7) corridors in place or required by local codes/ordinances and required by GSA to provide an acceptable level of safety and/or to provide access to all essential building elements. (Corridors deducted to determine occupiable space may or may not be separated by ceiling high partitions).

13. "**Common Area Factor**". The Common Area Factor is a conversion factor(s) determined by the building owner and often applied by the owner to the usable area to determine the rentable square feet for the building. The Common Area Factor includes a share of building support/common areas. There usually is one factor for full floors and a different factor for partial floors in the same building.

14. "**Task Order**": Each individual job order issued under this contract.

EXHIBIT 2 - LEASE ACQUISITION SERVICES

The Contractor will be required to conduct the lease acquisition from the point of receipt of the initial space requirements package from the Government through occupancy and including post-occupancy administrative functions associated with the award of a new lease.

The Government shall provide the Contractor with the tenant agency's space requirements which will identify basic information, including, at a minimum, total BOMA usable square footage, number of personnel, type of space required and the approved delineated area. A Project Manager or Leasing Specialist shall perform the tasks associated with Lease Acquisition Services with the exception of any fire and life safety reviews which will be performed by a Fire and Life Safety Inspector.

Although the tasks defined under Lease Acquisition Services appear to follow a sequence or linear plan, some steps may be performed concurrently, and the Government will encourage suggestions from the Contractor to simplify and improve the process for a particular lease acquisition with an emphasis on speedy delivery and quality. Any plan of action proposed by the Contractor, together with the Contractor's performance of work, must comply with all laws and regulations governing federal space acquisition.

In recognition of the need to maximize lease acquisition efficiencies and speed, GSA uses "Simplified Procedures for Acquisition of Leasehold Interests in Real Property," implemented under the Federal Acquisition Streamlining Act of 1994. GSA will familiarize the Contractor with these simplified procedures and the Contractor is encouraged to utilize these procedures for lease transactions where the average net annual rent (excluding services) is less than \$100,000.

These simplified procedures provide a simple three-step process to award the lease:

1. Define the requirements.
2. Solicit a minimum of three sources that can satisfy the agency's needs, or document the file explaining the absence of competition.
3. Evaluate the responses and negotiate with responsive offerors when appropriate and award the lease.

Advantages of these simplified procedures are:

- advertising or publicizing is not required.
- standard for competition is "maximum practicable" not "full and open competition".
- no minimum time for responding to the solicitation.
- streamlined solicitation where many requirements do not apply below the \$100,000 threshold.
- less formal process where much of the work may be handled by telephone or during an on-site visit.

Under these simplified procedures, "competition" is redefined so that the solicitation of at least three sources is considered to promote competition to the maximum extent practicable. In these circumstances, the Contractor shall describe the reasons for the determination and review the sources considered for competition with the COR.

Simplified procedures eliminate required fire safety reviews and pre-award security surveys unless requested by the COR. In cases where the cost of a succeeding lease, a superseding lease, or an extension does not exceed the \$100,000 threshold, the Contractor may use simplified acquisition procedures.

Separate forms and solicitation for offers language is provided for the simplified lease acquisition procedures. Further guidance regarding utilization of the simplified forms is provided under **Develop Solicitation for Offers**.

Lease Acquisition Services consist of the specific tasks defined below and the Contractor will be required to perform all of these tasks. The level of effort required for each task may differ, however, depending on whether the lease transaction is above or below the \$100,000 average net annual rent. Situations in which the simplified procedures for acquisition of leasehold interests could apply are identified in the task descriptions below.

1. Project Schedule

The purpose of the project schedule is to provide tenant agencies with sufficient milestone dates so they can arrange for funding and coordinate a potential relocation consistent with their mission requirements.

a. Develop a mutually agreed upon schedule that considers the expectations of the tenant agency and GSA. The complexity of the project schedule could range from a simple bar chart (under simplified procedures for acquisition of leasehold interests) to a more detailed critical path method presentation of the milestone events surrounding the project,

b. The schedule must be consistent with any Integrated Occupancy Services agreement that may exist between the tenant agency and GSA. GSA's Integrated Occupancy Services program provides a broad range of services to the tenant agencies. These services may include physical relocation assistance, space planning, telecommunications coordination, and various other services. These services may vary among Regional Offices. Coordination with GSA's other program functions will ensure an effective project schedule. A description of the Integrated Occupancy Service program will be made available to the Contractor upon request.

c. A review of Space Allocation Standards of the tenant agency (if applicable), and/or any tenant agency Occupancy Agreements with GSA will be required. The schedule must reflect a review of any applicable Space Allocation Standards of tenant agencies and or Occupancy Agreements. GSA shall provide copies of applicable Space Allocation Standards and Occupancy Agreements to the Contractor with the agency's space requirements.

d. Preliminary schedule shall include all details appropriate to the complexity of the project, including where appropriate, the following milestone dates:

- (1) Market survey.
- (2) Completion of draft SFO.
- (3) Period of time agreed upon for tenant agency and GSA review of SFO.
- (4) SFO issue date.
- (5) Receipt of initial offers.
- (6) Negotiation period, if applicable.
- (7) Request for best and final offers, if applicable.
- (8) Lease preparation period.
- (9) Period of time for COR review of lease draft.
- (10) Lease award.
- (11) Period of time for layout development after lease award.
- (12) Construction/build-out phase.
- (13) Tenant occupancy.
- (14) Any schedule impacts resulting from NEPA, NHPA, or other statutory or regulatory requirements.

2. Market Survey

The Government is required to procure space in compliance with the Competition in Contracting Act (CICA). The purpose of the market survey is to maximize competition. Under simplified procedures for acquisition of leasehold interests, the Contractor need only solicit up to three sources to promote competition to the maximum extent practicable.

- a. Conduct a survey of the space available within the delineated area.
- Contractor shall solicit information on the availability of space through the use of circulars, local newspaper advertisements (required for lease acquisitions of 10,000 square feet or greater), consultation with real estate brokers, building owners, and/or by any other means with the intent to maximize competition.
 - Contractor shall perform the market survey by physically inspecting properties to determine whether or not each property can meet the Government's requirements for the particular lease acquisition. In situations where the Contractor is familiar with the properties in the market, it will not be necessary to inspect the properties to determine suitability for the tenant agency. Contractor shall invite the authorized tenant agency official (to be determined by the COR) to attend the market survey. A GSA representative may also request to be present on the market survey.

b. The market survey shall include, but is not limited to, the following:

Specific building information:

- Building address and owner.
- Building age.
- Location of the available space within the building.
- Amount of available space within the building expressed in both local measurement and BOMA usable square footage.
- Common area factor.
- Description of the quality of the building.
- Statement indicating whether or not the building is in full compliance with the Americans with Disabilities Act and Uniform Federal Accessibility Standards.
- Identification of any potential fire and life safety problems.
- Quoted rental rate per square foot; the method of measurement on which the quoted rental rate was based, the tenant work letter allowance improvements included in the asking rental and the market standard; the services included in the quoted rate.
- Amenities located in the building or in the immediate area.
- Color photograph of the property.

General market information:

- Identification of any buildings surveyed which are located in 100 year or 500 year flood plains as determined under Federal guidelines.
- Identification of buildings/properties surveyed which are on the National Register of Historic Places, formally listed as eligible for inclusion in the National Register of Historic Places, or located in historic districts listed in the National Register. The Contractor shall provide a statement for each historic property assessing its potential suitability for the proposed lease acquisition project. (Final decisions regarding this matter shall be made by GSA.)
- Identification of buildings to be solicited, along with the comments of the tenant agency representative regarding their opinions as to whether the property/block of space should be solicited. For any properties where a recommendation is made to not solicit, the market survey report shall include a justification supporting the recommendation not to solicit a particular building/block of space.
- Estimated market rental range which is based on information obtained during the survey, the Contractor's knowledge of the market, and from other sources. The market rental range shall be expressed (1) in terms of cost per local measurement unit; and (2) in terms of cost per BOMA usable square foot. The market rental range expressed in terms of cost per BOMA usable square foot shall be adjusted to include the estimated cost for the level of finish (work letter) and the level of services required by the Government.

c. Submit the market survey report to the COR for review and be available to discuss the report

d. Respond to property owners who disagree with the decision to not solicit, in the event that the response is not satisfactory, the owner shall be referred to the COR.

3. Develop Solicitation for Offers

The obligation is to place the Government's requirements on the market in a clear and concise fashion. The SFO is to be user friendly and contain information required to obtain quality space for the tenant agency in a timely manner. Alternative approaches may be considered by the COR for each leasing action.

a. Prepare the Solicitation for Offers (SFO). The SFO shall provide a complete statement of the Government's minimum requirements, evaluation factors and other award factors which will be used to determine the successful offer, tenant agency special requirements (scope of work); all clauses which will be included in the lease; specifications and standards necessary to assure that the Government's requirements are met; request for representations/certifications; and the forms required to submit a complete offer.

Space must be procured in accordance with all applicable laws, including, but not limited to CICA. GSA uses the forms outlined below, which describe a typical SFO package, to meet its statutory requirement. The Contractors may use these forms or may substitute equivalent documents, provided that such documents are in accordance with all applicable laws and regulations and are approved by the COR. (Examples of these forms shall be made available on the GSA, Property Acquisition and Realty Services home page <http://www.gsa.gov/pbs/pe/pehome.htm>).

For lease acquisitions where the net annual rental (gross rental less services) is not expected to exceed \$100,000 (the Simplified Lease Acquisition Threshold), the SFO may typically include the following:

- GSA Form 3626, U.S. Government Lease for Real Property (Short Form), to be completed by the Offeror.
- GSA Form 3517A, General Clauses (Short Form).
- GSA Form 3518A, Representations and Certifications (Short Form).
- Tenant agency special requirements (if required).
- Additional attachments as applicable to the particular lease acquisition project.

For lease acquisitions where the net annual rental is expected to exceed \$100,000 (the Simplified Lease Acquisition Threshold), the Standard SFO may be used and typically includes the following:

- GSA Form 1364, Proposal to Lease Space.
- GSA Form 1217, Lessor's Annual Cost Statement.
- GSA Form 3516 Solicitation Provisions.
- GSA Form 3517, General Clauses.
- GSA Form 3518, Representations and Certifications.
- Standard SFO provisions and clauses.
- Tenant agency special requirements.
- Standard Form-2, U.S. Government Lease for Real Property (for information).

a. The SFO will require potential Offerors to provide specific information concerning the tenant workletter. Such information will include a description of the tenant workletter, along with a dollar value for the proposed alterations. The SFO will also require potential Offerors to provide the financing rate to fund the alterations. The Contractor will determine if the buildout requirements of the client agency can be accommodated within the tenant workletter allowance provided by the potential Offeror. (For all lease acquisition projects, GSA will have in place a negotiated Occupancy Agreement (CA) with the client agency. The OA will outline the tenant agency's occupancy obligation with GSA, to include such things as total tenant buildout allowance, and any other financial arrangements entered into with GSA). The Contractor shall notify the COR in situations where the potential Offerors tenant workletter exceeds the allowance provided to the tenant agency by GSA.

c. Submit draft SFO to tenant agency for review and comment and to the COR when requested for review and approval. Contractors shall update draft SFO based on the tenant agency's and GSA's comments.

d. Simultaneously distribute the approved SFO to potential offerors who are capable of meeting the minimum requirements defined in the SFO. Contractors shall maintain a record of parties who have received copies and shall provide a copy of the SFO to any party who requests it, regardless of whether they are potentially capable of meeting the Government's requirements.

e. Prepare and issue any necessary amendments to the SFO after approval by the COR. Amendments must

be provided simultaneously to all offerors or prospective offerors (as directed by the COR) in writing.

f. Throughout the course of the procurement, any information (either verbal or written) related to the SFO that is provided to one offeror/prospective offeror shall be promptly furnished to all other prospective offerors.

4. Review and Evaluate Offers

Consistent with procurement regulations, the Government is required to review and evaluate offers to determine which offers are fair and reasonable and to evaluate compliance with the Government's requirements.

a. The Contractor shall safeguard the confidentiality of all offers in accordance with statutory and regulatory requirements. Anyone in the Contractor's firm with access to offers shall complete a certificate of nondisclosure. (See also the Conflict of Interest clause to this Contract.) At no time will information regarding the number or identity of the Offerors or any other information relative to a particular offer or Offeror be provided to anyone other than the COR, or his/her designee(s). All proposals shall be safeguarded and placed in a locked cabinet or similarly secured environment.

b. Offer evaluation includes, but is not limited to, the following for each offer:

- (1) Review the offer for compliance with the minimum requirements of the SFO.
- (2) Contractor shall measure plans to verify the BOMA usable square footage.
- (3) Review offered space/building to determine whether or not it meets GSA fire and life safety requirements (any deficiencies are to be addressed during negotiations).
- (4) Review offer to determine whether or not the appropriate seismic safety certifications or other certifications, as required by the SFO, have been provided.
- (5) Review any exceptions taken to the General Clauses. The Contractor shall notify the COR of any exceptions to the General Clauses prior to any discussions with the Offeror. Some exceptions to the General Clauses may cause the Offeror to be considered technically unacceptable. Any changes to the General Clauses require the COR's approval.
- (6) Review the completed Representations and Certifications Form (GSA Form 3518 or 3518A, as applicable) for completion and accuracy. In the event that the Offeror certifies on the Representations and Certifications that it is presently in noncompliance with a particular Federal regulation, the Contractor shall notify the COR immediately.
- (7) Evaluate the base cost of services and the Lessor's Annual Cost Statement, GSA Form '1217, if applicable. The Contractor shall perform cost and price analysis of the cost elements outlined on GSA Form 1217 by the Offeror in situations where the total operating cost presented exceeds market rates or there is just reason to question the proposed rates.
- (8) Evaluate the overtime rate for heating, ventilation and air-conditioning (HVAC) for those offers where utilities and/or HVAC are included in the rental rate and the lessor wishes to charge a fee for overtime utility usage.

c. Develop written negotiation objectives for the overall acquisition and specific to each offer. The negotiation objectives shall include those items of a specific offer which require clarification and those items which need to be addressed with the Offeror.

d. Prior to the commencement of negotiations, the Contractor will coordinate a meeting with the COR and the tenant agency to review the offers and negotiation objectives.

e. If the Offeror has not met the minimum requirements of the SFO and the offer would require substantial revisions or additions to make it acceptable, the Contractor shall prepare written notification to the Offeror advising that their offer has been excluded from further consideration. Written notification must identify the deficiencies which cause the offer to be technically unacceptable and must be signed by the COR.

f. For some tenant agencies, it may be necessary to address special security requirements. In these situations, GSA will arrange for a pre-lease security survey. This survey may be performed by the GSA Federal Protective Service or by another GSA Contractor designated by the COR. The pre-lease security survey report will be provided to the Contractor in the event changes are required to the SFO which need to be addressed during negotiations.

g. Prepare an abstract of each offer, including, but not limited to, the points identified above as well as the annual rental expressed in local measurement and BOMA usable square feet for the initial term and the renewal

term; the length of the initial term and the renewal term; the base cost of services; any concerns regarding the rent including alterations and reimbursable alterations (non-amortized) required by the SFO; ADNUFAS compliance; and Fire and Life Safety considerations.

h. Contractor shall provide the COR a copy of the abstract of offers and the written negotiation objectives.

5. Negotiate Offers (Not applicable if award is made based on initial proposals.)

a. Conduct independent negotiations with each offeror. The COR and/or the tenant agency representative may be present during negotiations.

b. Advise Offerors verbally and in writing of weaknesses and deficiencies in their offers. All Offerors shall be given the opportunity to submit revised proposals.

c. Advise Offerors of the need for a Small Business, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (if required). If required, negotiate Small Business, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan and submit to the GSA Small Business Technical Authority and the Small Business Administration through the COR for review and approval

d. Prepare a record of negotiations for each Offeror.

e. Prior to the request for best and final offers, submit a copy of the record Of negotiations to the COR.

6. Best and Final Offers (BAFO) (Not applicable if award is made based on initial proposals.)

a. Request and receive best and final offers (under simplified procedures for acquisition of leasehold interests, best and final offers may be requested orally).

- (1) Discussions must be closed by establishing a date and time for closing of negotiations and requesting in writing that offerors submit a "best and final offer" by that date. This letter shall also cover any deficiencies or corrections discussed with the Offeror during negotiations, but not previously provided to the Offeror in writing.
- (2) Discussions may not be conducted after the closing date for best and final offers.
- (3) Late Submissions, Modifications, and Withdrawals of Offers must be handled in accordance with GSAR 552.270-3.

b. Analyze BAFOs. Each BAFO shall be evaluated with the objective of determining the most advantageous final offer based on the financial and non-financial factors (if applicable) identified in the SFO and the method of evaluation described in the SFO.

c. Determine successful offeror. This determination shall be made consistent with the evaluation and award factors contained in the SFO. It must include the annual rent for the space, the local measurement square foot rate, and the BOMA usable square foot rate. A statement as to why the proposed rental rate is fair and reasonable is also required.

d. In situations where the total aggregate lease acquisition contract value is equal to or greater than \$1,000,000 it will be necessary for GSA to obtain Equal Employment Opportunity (EEO) approval from the Department of Labor for the successful offeror before proceeding to lease award. The Contractor shall be provided with the requisite form to be completed and submitted to the Department of Labor.

e. Prepare a record of negotiation and submit to the COR for review and approval. The price negotiation record shall include a brief discussion of the negotiation objectives, an abstract of all BAFOs, the rationale for the award decision, all factors considered, and attachments as required.

7. Prepare Lease Documents

a. Prepare and submit two (2) copies of a draft lease contract for review and approval with accompanying award letter to be signed by the COR. The lease contract will typically include most or all of the documents contained in the SFO, a lease alder, floorplans as required and other pertinent information as applicable from the

best and final offer.

b. Submit to the COR the proposed annual rental, the square footage, and any other costs not provided for in the annual rental such as utilities and services and above-standard alterations. Such information will be used by the COR to obtain funding approval to proceed with the project

c. Incorporate any changes to the draft lease contract required by the tenant agency and COR.

d. Forward two (2) copies of the lease contract for signature to the Successful Offeror. After receipt of the leases from the successful Offeror, submit the leases to the COR for signature.

8. Post Award Services

Post Award Services are those tasks which begin immediately following lease award and continue to the point of occupancy of the space by the tenant agency. These tasks include the following:

a. Notify all unsuccessful Offerors in writing.

b. Coordinate completion of tenant agency's layout plans/design intent drawings. Design intent drawings may be prepared by the tenant agency, GSA, by a Contractor designated by the COR, or by the lessor.

c. Review agency layout plans to determine whether or not they comply with the National Fire Protection Act Section-101 (the Life Safety Code), GSA program guidelines, OSHA standards and all other applicable codes and regulations. Please note that any changes required by virtue of this review must be coordinated and approved by the tenant agency and the COR.

NOTE: Steps b and c above may be performed prior to lease award.

d. Forward copy of signed lease (non-original) to the appropriate GSA Property Management Center, the tenant agency, and any other GSA function which may be deemed necessary by the COR (up to two additional copies).

e. Immediately after lease award, submit post award synopsis to the COR for transmission to the Commerce Business Daily (in situations where the aggregate rental exceeds \$25,000). The format for this information will be made available to the Contractor.

f. Monitor the progress of construction to ensure that the work is proceeding according to schedule and notify the COR of any delays.

g. Coordinate the physical relocation of the tenant agency's personal property, telecommunications service, installation of computer cabling (if required), and furniture delivery (if required) with the tenant agency, GSA, and the lessor during the construction period. The Contractor will not actually order or perform these services, but merely coordinate the delivery of these services and/or installations to ensure that they will be provided at the appropriate time.

h. Prepare Supplemental Lease Agreements (SLA) to implement change orders as required for signature by the COR. Change orders are defined as minor alterations (e.g., additional outlets, partitioning, etc.) associated with the new space which were not included in the lease. The Contractor shall be required to provide a cost estimate for the additional items/alterations, obtain the lessor's estimate for the work and prepare a SLA.

i. Perform pre-occupancy inspection:

- (1) Inspect the space at the completion of the lessor's construction period for substantial completion.
- (2) Provide the tenant agency and GSA a written report of the findings of the pre-occupancy inspection.
- (3) Prepare a list of any "punch-list" items and schedule a final inspection.
- (4) Compare design intent drawings with actual space delivered and verify that all alterations required by the leases that are not shown on the drawings have been delivered.
- (5) Measure the space actually delivered to the Government.

j. Perform a final field inspection to ensure that punch list items have been completed.

k. Calculate any required unit cost adjustments and provide a list of item quantities and the cost of each item to the Government as well as total debit/credit reconciliation. Resolution shall be enacted by modifying the lease using an SLA, signed first by the lessor followed by the COR. The SLA shall also establish the commencement date of the lease and address any modifications to the basic lease contract. Copies (non-originals) of the fully executed SLA shall be forwarded to the tenant agency, appropriate GSA Customer Service Center, and any other GSA function deemed necessary.

l. Ensure that the lessor provides a valid occupancy permit (if required) at the time the space is inspected for acceptance.

m. Obtain as-built construction drawings from the lessor, verify their accuracy and provide them to the COR.

n. At project completion or as directed by the COR, the Contractor shall provide the balance of the lease contract documentation with original documentation to the COR.

9. Disputes, Protests, Claims and Appeals Associated with the Lease Acquisition

a. Protests

If a protest is tiled (whether with the agency, the General Accounting Office, or a court of competent jurisdiction), the Contractor shall:

- (1) Prepare necessary documents required to adequately address the issues raised in the protest.
- (2) Documentation may include, but is not limited to, Notice of Receipt of Protest, Contracting Officer's Statement of Fact and Position, and Findings and Determination to authorize contract award/proceed with contract performance.
- (3) Assemble a complete protest file as required by the Government
- (4) Participate as fact witnesses in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease acquisition as may be required by the Government.

b. Claims/Appeals

- (1) Prepare the Contracting Officer's Final Decision with all related supporting documentation.
- (2) Assemble a complete claim tile as described in the Federal Acquisition Regulation.
- (3) Participate as fact witnesses in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease as may be required by the Government.

10. Succeeding Leases (non-competitive)

A Succeeding Lease is a new lease contract at the existing leased location, usually with the existing lessor. A Succeeding Lease may or may not require new lease terms and conditions and space alterations to accommodate changes to the tenant agency's requirements.

The following services shall be provided:

- a. The COR shall provide the Contractor with the agency's basic space requirements including at a minimum, total BOMA usable square footage, number of personnel and the type of space required.
- b. Inspect the existing space to determine whether or not any modifications are necessary to comply with existing GSA fire and life safety and accessibility requirements, and if so, address these modifications during negotiations with the lessor.
- c. If a new layout is necessary, the Contractor shall coordinate the completion of tenant agency layout plans/design intent drawings. Design intent drawings may be prepared by the tenant agency, GSA, by a Contractor designated by the COR, or by the lessor. Contractor shall review agency layout plans to determine whether or not the layout complies with the National Fire Protection Act Section-101 (the Life Safety Code), GSA program guidelines, OSHA standards and all other applicable codes and regulations. Please note that any changes required by virtue of this review must be coordinated and approved by the tenant agency and the COR.

- d. Prepare a requirements package which shall include, but is not limited to, a detailed scope of work including floor plans, if required, all clauses which will be included in the new lease, specifications and standards necessary to assure that the Government's requirements are met, and any forms required for the lessor to submit an offer. The Contractor shall submit the requirements package to the tenant agency for review and comment and to the COR for review and approval.
- e. Prepare and submit to the COR an itemized cost estimate of any tenant agency (or GSA) reimbursable alterations/installations to be performed/provided and installed by the lessor. The Contractor shall also provide an estimated cost of any alterations to be amortized in the annual rental. The cost estimate shall include the following:
 - (1) Description of work.
 - (2) Number of units and unit measurement, if applicable.
 - (3) Unit cost (to include material cost, labor, overhead and profit).
 - (4) Total cost per line item.
 - (5) Total cost for all reimbursable alterations/installations.

Prior to requesting an offer from the lessor, the Contractor shall consult with the COR to determine whether lease alterations will be amortized in the rental, paid for as a lump sum, or a combination of both.

- f. Draft requirements package to address the comments of the COR and the tenant agency. Forward requirements package to the lessor and request that the lessor submit an offer.
- g. Review and evaluate the offer for conformance with the requirements package and negotiate a fair and reasonable price,

The Contractor shall prepare a record of negotiations and submit it to COR for review and approval.

- h. Prepare and submit to the COR two (2) copies of a draft lease contract for review and approval with accompanying award letter to be signed by GSA. The Contractor shall incorporate any changes requested by GSA into the final lease contract.

The lease contract will typically include most or all of the documents contained in the requirements package, a lease rider, floorplans as required and other pertinent information as applicable from the final offer.

- i. Submit to the COR the proposed annual rental, the square footage, and any other costs not provided for in the annual rental such as utilities and services and above-standard alterations. Such information will be used by the COR to obtain funding approval to proceed with the project.
- j. Forward two (2) copies of the final lease contract to the lessor for signature. After receipt of the executed leases from the lessor, the leases shall be submitted to the COR for signature.

11. Lease Extensions

On occasion, existing leases require extensions beyond their original terms. The Contractor shall provide the following services, at minimum:

- a. Determine the appropriate term of the required extension based on discussion with COR and tenant agency.
- b. Prepare and submit to the COR (for signature) a draft letter to the lessor/owner requesting the appropriate extension.
- c. Receive the lessor/owner's response to the Government's request for extension and, if required, negotiate with the lessor/owner to obtain an extension term which will meet the agency's program needs. At conclusion of negotiations, the Contractor shall notify the COR of the lessor/owner's acceptance and the negotiated price.

- d. Submit to the COR the proposed annual rental, any change in square footage, and any other changes to costs not provided for in the annual rental such as utilities and services. Such information will be used by the COR to obtain funding approval to proceed with the project.
- e. Draft and submit to the COR a Supplemental Lease Agreement (SLA). Upon review and return of the draft to the Contractor by GSA, the Contractor shall submit two original SLAs to the lessor/owner for signature. Upon receipt by the Contractor of the signed SLA from the lessor/owner, the Contractor shall review the SLAs to ensure that no changes have been made, and forward both originals to the COR. Upon signature by GSA, one copy will be returned to the Contractor. The Contractor shall then forward one copy each to the appropriate GSA Customer Service Center, the tenant agency, and two additional copies to the COR.

12. Real Estate Tax Adjustments

GSA's leases typically include a tax adjustment clause. Estimated base year taxes are typically included in the annual rental consideration to the lessor. GSA then pays its pro rata share of any annual tax increases based on actual payment made by the lessor.

The Contractor shall compute tax increases/decreases, in accordance with the terms and conditions of the particular leases. Contractor shall ensure that proper documentation has been received by owners/lessors, document the calculations of the adjustments, and prepare draft letters to the owners/lessors which summarize the calculations, set forth the amount of any adjustments, and establish an effective date for any such adjustment. Draft letters shall be provided to the COR for signature. GSA shall complete the necessary documentation to actually generate payment or to obtain a refund.

13. Operating Cost Escalations

The Contractor shall compute operating cost adjustments, in accordance with the terms and conditions of the particular leases. Contractor shall ensure that proper documentation, if any, has been received by owners/lessors, document the calculations of the adjustments, and prepare draft letters to the owners/lessors which summarizes the calculations, sets forth the amount of any adjustments, and establishes an effective date of any such adjustment. Draft letters shall be provided to the COR for signature. GSA shall complete the necessary documentation to actually generate payment or to obtain a refund.

14. Real Estate Tax Appeals

GSA may request the assistance of the Contractor to either review the entire lease inventory or select leased locations to determine whether savings could be realized by seeking a reduction in a building's tax assessment where the Government is the lessee. The COR will provide the Contractor with a list of leases to be reviewed and with any additional required information.

The Contractor shall provide the following services:

- a. Based on review of the leases, recommend to the COR candidates for a successful tax appeal. For each leased location, the Contractor will provide a rationale for their determination. GSA will provide the Contractor with a list of leased locations for which further tax appeal action is requested.
- b. For buildings approved by the COR, the Contractor shall contact the respective building owners to obtain any necessary information. All communications with the building ownership and/or its representatives shall be documented.
- c. The Contractor shall perform this task in compliance with all local rules and regulations that govern tax appeals. The Contractor shall complete the proper forms required by the local municipality, submit them to GSA for review and approval of the COR, and file documents with the local municipality. The Contractor shall perform all due diligence necessary to successfully appeal taxes **up to the point of but not including**

litigation.

- d. Provide the COR with the monthly status of each tax appeal in writing.
- e. Within five (5) days of the final ruling by the relevant local municipality, the Contractor shall report to the COR the results of the decision.
- f. Notify the building owner of the decision and compute the amount of any refund due the Government. Contractor shall coordinate with the COR and owner/lessor to process the tax appeal refund/credit.

15. Renegotiation of Existing Leases

The Contractor shall assist the Government in renegotiating existing leases where savings and/or more advantageous terms are achievable. This may include leases with cancellation privileges or unexercised renewal options, particularly leases for properties located in geographic areas where rental rates and/or property values have declined.

- a. The Contractor shall review the lease(s) provided by the COR and shall provide supporting data for each lease identified for renegotiation, including but not limited to:
 - (1) Rental rates per BOMA usable square foot for comparable space in the market, adjusted as necessary.
 - (2) Evaluation of lessor's building operating expenses.
 - (3) Comparison to cost of services included in existing rental.
 - (4) Description of the leased space.
 - (5) The length of the initial firm term of the lease and the remaining term.
- b. The Contractor shall initiate and conduct renegotiation of lease terms with the lessor. Contractor shall:
 - (1) Document all negotiations and submit copies to the COR for review and approval.
 - (2) Prepare Supplemental Lease Agreement (SLA) to modify the lease terms as necessary and submit to the COR for approval.
 - (3) Incorporate GSA's comments into the SLA and submit two copies for original signature to the lessor. The lessor shall then submit the SLA to the COR for execution.

16. Performing Lease Inspections

The Contractor shall perform lease inspections that include investigating tenant reported deficiencies and complaints. Make on-site visits to verify deficiencies/complaints and advise lessor of problems both verbally and in writing. Document the lease file and provide the tenant agency with information copy of all correspondence sent to the lessor until deficiency/complaint is resolved. Make follow-up visits to ensure corrective action is being taken. Should the lessor fail to correct the deficiency within a reasonably prescribed time and upon reasonable request(s), the Contractor shall advise the GSA Point of Contact for further action.

The Contractor shall also perform inspections on behalf of the Customer Service Centers to ensure that the tenants are receiving quality services as called for in the lease. The Contractor shall provide inspection reports to the Customer Service Centers.

EXHIBIT 3 - KEY RESPONSIBLE PERSONNEL RESUME

This resume is pertinent to the experience and professional background of the Contractor's employees proposed for this contract.. A key Personnel Resume must be completed for each employee identified under the hourly rate line items identified in the pricing schedule.

PROPOSED POSITION TITLE_____

EMPLOYEES NAME_____

CURRENT POSITION WITH THE CONTRACT FIRM_____

TIME IN CURRENT POSITION (YEARS, MONTHS)_____

ANNUAL SALARY_____

DESCRIPTION AND SCOPE OF CURRENT JOB_____

WORK EXPERIENCE (PAST 5 YEARS IN CHRONOLOGICAL ORDER):

DATE FROM-TO JOB TITLE COMPANY ADDRESS IMMEDIATE SUPRV. TELEPHONE NUMBER
(Use additional sheets if necessary)

EDUCATION SUMMARY (HIGH SCHOOL, COLLEGE, SPECIALIZED, TRADE-NAME/INSTITUTION,
ADDRESS, PERIODS OF ATTENDANCE, CREDITS, DEGREES, CERTIFICATES, ETC.)

Signature

Date

EXHIBIT 4 - OUTLEASING

Vacancies can occur in either Government-owned Federal Buildings or GSA-controlled leased space. The type of space available for Outleasing could be office, storage, warehouse/yard and courtyards, rooftops and lobbies of buildings. As appropriate, potential lessees of vacant space are not limited to commercial businesses but also include persons or organizations engaged in cultural, educational or recreational activities.

GSA owned or controlled vacant space is subject as (1) long term Outleasing (periods of time typically of 3-5 years) of GSA-controlled or owned space to a non-Federal lessee utilizing a lease agreement; (2) short term Outleasing (periods of time typically of 1-3 years) of GSA-controlled or owned space to a non-Federal lessee utilizing a revocable license agreement; and (3) short term Outleasing (periods of time typically not to exceed 1 year, but renewable) or GSA-controlled or owned space to a Federal lessee utilizing a revocable permit agreement. The Contractor shall coordinate any Outleasing efforts with the GSA Customer Service Center responsible for the property to be outleased.

Outleasing of GSA-controlled/owned space may be negotiated without competitive bidding by interested parties, provided public advertising or other suitable methods are used to promote competition.

The Contractor shall provide the following services:

1. **Marketing Plan:** The marketing plan developed by the Contractor should include the following, where appropriate:
 - a. Identification of the most desirable commercial features of the property and a proposed marketing approach.
 - b. Estimated advertising costs.
 - c. An estimate of time on the market.
 - d. An estimated range of potential rent a willing lessee would pay for the space.
 - e. Recommendation as to the term of the lease and type of tenant. The prospective use of the vacant space must be compatible with other Federal Agencies already in occupancy elsewhere in the building.
2. **Advertisement Receipt of Offers and Negotiation:** After approval of the marketing plan, the Contractor shall advertise the space, utilizing the multiple listing service, if it is available in the area. Also, the Contractor shall negotiate with Offerors within or above the range in the marketing plan. The Contractor shall submit any or all offers to the COR and assist in evaluating the offers. Items which may be considered in the evaluation are term, rental counter-offer (if offer received is at less than the target rate), and lessee required alterations. If multiple offers are received for the same block of vacant space, the Contractor shall negotiate with each Offeror while keeping information about other Offerors proprietary. Final determination of acceptability shall be made by the COR. The Contractor is not authorized to commit the Government to a lease and must notify prospective lessees that all offers will be reviewed by GSA.
3. **Funding of Alterations:** In the event that the vacant space cannot be accepted "as-is" and the cost of the alterations required by the lessee exceeds the level of finish included in the target rental rate, funding of lessee required alterations may be accomplished by amortizing the cost in the rent or the lessee making a lump sum payment to GSA, or funded by GSA. Prior to negotiations, Contractor shall consult with the COR to determine the preferred funding alternative.
4. **Occupancy requiring minor or no alterations:** If vacant Government-owned space is accepted by a prospective lessee in "as-is" condition, the Contractor shall coordinate with the appropriate GSA Customer Service Center (GSA CSC), the COR and the lessee to determine the "move-in" date and to coordinate final preparation of the space. If the space being considered by the prospective Offeror is in leased space and requires no alteration, the Contractor shall arrange with the building lessor to have carpeting shampooed and any touch-up painting performed. Contractor should negotiate with the lessor to perform the work in accordance with any scheduled service included as part of the janitorial scope of work in the master lease agreement. If the work

cannot be performed in accordance with the schedule specified in the contract, the Contractor shall arrange with the lessor to have them performed at a fair and reasonable cost to the Government after approval of the amount by the COR. Contractor shall coordinate with the appropriate GSA CSC, the COR and the sub-lessee to determine the "move-in" date and to coordinate final clean up of the space.

5. **Occupancy requiring alterations:** If the prospective lessee requires alterations in vacant Government-owned space, the alterations are to be performed by the appropriate GSA CSC or a Government-awarded construction contract. The Contractor shall assist in developing a scope of work, obtain layout drawings from the prospective lessee and provide the package to the COR or GSA CSC. The Contractor shall negotiate the cost of the alterations and method of funding with the prospective lessee after obtaining the estimated cost from the GSA CSC. The Contractor shall coordinate with the GSA CSC, the COR, and the lessee to determine the "move-in" date and to coordinate final preparation of the space. If the space being considered by the prospective lessee is in leased space, the Contractor shall obtain through the COR block plans of the space from the owner. The Contractor shall assist the prospective lessee in developing a scope of work and obtain layout drawings from the prospective lessee. The Contractor shall advise the prospective lessee. The Contractor shall advise the prospective sub-lessee of the estimated cost of the alterations after obtaining an estimate from the lessor or the GSA CSC (as appropriate) and shall negotiate the payment with the sub-lessee based upon the method of funding determined by the COR prior to negotiations.

The Contractor shall negotiate with the owner (if the owner will be performing the alterations) to modify the space in accordance with final layout drawings. After negotiations for the alterations are completed, the Contractor shall draft a Supplemental Lease Agreement (SLA) to provide for the alterations and submit it to the COR for review. After reviewing the draft SLA, the COR shall return the draft with any changes required to the Contractor for preparation of the final SLA. Upon completion, the Contractor shall submit two originals of the SLA to the building owner for signature; the Contractor shall review the owner-signed SLA to verify no changes were made by the lessor, and submit both originals to the COR for signature. The Contractor shall monitor the construction to ensure its progression according to schedule, schedule a pre-occupancy inspection with the sub-lessee, the owner and the COR, and submit a written report to the COR on the results of the pre-occupancy inspection. The Contractor shall ensure that any punch-list items are completed by the owner.

6. Prior to the commencement of any alterations, the Contractor shall prepare the outlease agreement, incorporating the rental and other terms negotiated utilizing either GSA Form 1582, 1583, or 3686, as appropriate, in duplicate, or equivalent documents; submit the outlease agreement to the prospective lessee for signature, and submit to the COR for signature. Upon signature by GSA, the COR shall return one original of the outlease agreement to the Contractor, with the Contractor forwarding one copy to the appropriate GSA CSC.

The COR shall arrange to receive and collect rental payments from the sub-lessee to process the rental payment to the GSA Finance Center.

7. **Antenna Outleasing**

These services shall be performed by personnel with a minimum of three (3) years of experience in marketing, siting, installation and management of cellular and Personal Communications Service (PCS) antennas. These personnel shall also be familiar with antenna/wireless technologies. These personnel will be supervised by a Senior Real Estate Associate or a Project Manager.

The Contractor shall be required to perform Antenna Outleasing services related to the placement of antennas and associated equipment at Federal buildings or Federally leased locations as determined by GSA.

The Contractor will perform any or all of the following services:

a. Antenna Placement Suitability Surveys: As requested by GSA, analyze Federal buildings and/or Federally leased locations for suitability for Antenna Outleasing. As part of this analysis, the Contractor shall consult the GSA Building Manager(s) (or designated point(s) of contact by GSA), and other GSA personnel, such as engineers, telecommunications personnel or architects, as needed to determine feasibility, any applicable restrictions, and installation alternatives. The Contractor shall also consider community and local compliance and concerns, if any, in assessing the feasibility of placing antennas as associated equipment within the building(s) being considered.

b. Advertising and Marketing: Develop a marketing plan geared toward maximizing usage and return for the building(s) proposed for Antenna Outleasing. The marketing plan developed by the Contractor should include all items referenced under "Marketing Plan" for Outleasing in this contract. In addition, the plan shall include recommendations as to rental that should be charged, and terms and conditions, other than those provided by GSA, which should be included in the executed Antenna Outlease Agreement. Upon approval by GSA, the Contractor shall execute the marketing plan, to include placing advertisements in appropriate local/national media and publications to ensure targeting and reaching an audience interested in sources for antenna sitings.

c. Receive and Negotiate Offers for Antenna Outleases: In coordination with GSA, the Contractor shall negotiate potential outlease terms and conditions with interested parties. In negotiating outlease terms and conditions, the Contractor shall ensure that the interested party's use of the outlease space is consistent with any applicable restrictions on usage. The Contractor shall conduct site surveys with interested parties and the GSA Building Manager or representative to clarify the location(s) and scope of proposed antenna installations, and to address concerns of the GSA Building Manager. The Contractor shall treat all information received from interested parties as confidential and proprietary.

d. Provide Reports and Recommendations to GSA: Upon conclusion of negotiations with interested parties, the Contractor shall prepare and submit to GSA a report discussing negotiated offers to outlease antenna space and a recommendation as to which offer(s), if any, GSA should accept. The report shall include a detailed description of each offer including the following:

- (1) proposed location for antenna placement, including diagrams
- (2) type of system/equipment proposed for installation
- (3) amount of square footage required, including support equipment
- (4) range of frequency in which the antenna and associated equipment will operate
compatibility with applicable restrictions and Federal agency use of the building concerned, including security (the Contractor shall coordinate with designated GSA Federal Protective Service personnel and the GSA Building Manager to address any security concerns the antenna placement may create for the Government)
- (5) offered pricing
- (6) other unique features or special considerations related to the offer

e. Prepare Outleases for Execution by GSA: The Contractor shall prepare outleases for execution in accordance with forms and direction provided by GSA. Upon approval by GSA, the Contractor shall obtain the signature of the lessee and submit two (2) original outlease agreements to GSA for execution by the Government. GSA IS THE SOLE PARTY AUTHORIZED TO EXECUTE THE OUTLEASE AGREEMENT. The outlease agreement shall contain language restricting access to the antenna location. At a minimum, the lessee shall be required to coordinate access to its antenna equipment with the GSA Building Manager who may, in his sole discretion, require the lessee to provide pertinent security information such as names, dates of birth, and social security numbers of persons desiring access.

f. Supervise and Monitor Installation of Antenna: In accordance with an approved layout plan for siting of the antenna, coordinate installation activities with the GSA Buildings Manager, and supervise and monitor lessee's installation of its antenna equipment. The Contractor shall ensure that lessee installs its antenna equipment in accordance with applicable building codes, manufacturer installation guidelines, safety regulations, and other restrictions or requirements as applicable. The Contractor shall immediately notify GSA and other appropriate parties in the event of lessee noncompliance.

g. Completion Notice: Following successful installation of the antenna equipment, the Contractor shall obtain from the lessee an acknowledgment that the installation of its equipment has been completed and that no further installation activities are required. This acknowledgment shall be provided to GSA, together with a notice from the Contractor indicating that the antenna equipment has been installed in accordance with the terms and conditions of the outlease agreement and that the equipment installed is securely anchored. The Contractor shall be entitled to payment upon receipt of the Completion Notice by GSA.

8. Relocation: The Contractor shall provide relocation services to GSA as directed by Title 49, Subtitle A, Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

updated 8/99

REPRESENTATIONS AND CERTIFICATIONS

Reference:

Name and Address of Offeror
(Name, Street, City, State and Zip Code)

Date of Offer:

DUNS: _____

“SOLICITATION” means **“INVITATION FOR BIDS”** in Sealed Bidding, and **“REQUEST FOR PROPOSAL”** or **“REQUEST FOR QUOTATION”** in Negotiations.

“OFFER” means **“BID”** in Sealed Bidding, and **“PROPOSAL”** in Negotiation.

“OFFEROR” means the person or firm submitting the offer.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (Check the appropriate boxes and fill in blanks.)

1. FAR 52.219-1 Small Business Program Representations.

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 6531 (insert SIC code).

(2) The small business size standard is \$1.5 million gross annual receipts (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a small business concern.

(2) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ **is**, ☐ **is not** a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Nov 1999)

(4) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.*

Alternate II (Nov 1999)

(5) *[Complete only if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

2. FAR 52.219-19, SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(Applicable to solicitations for Trash Removal only)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]*

The Offeror ☐ is, ☐ is not an emerging small business.

(c) *(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)*

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg

☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

. Annual Gross Revenues

☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

3. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (June 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

4. FAR 52.204-3, TAX PAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common Parent" as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)" as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 77019c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) **Taxpayer Identification Number (TIN).**

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of Federal Government.

(e) **Type of Organization**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax exempt);

☐ Corporate entity (tax exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) **Common Parent.**

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

NAME _____

TIN _____

NOTE: ITEMS 5, 6, AND 7 APPLY ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.
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5. FAR 52.222-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that ---

(a) It ☐ **has**, ☐ **has not** participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ☐ **has**, ☐ **has not** filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

6. FAR 52.222-25, AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (Applicable to other than construction contracts which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that ---

(a) It ☐ **has** developed and has on file, ☐ **has not** developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

7. FAR 52.222-21, PROHIBITION OF NONSEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

8. RESERVED

**9. FAR 52.203-2, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
(Applicable over 100K)**

(a) The Offeror certifies that ---

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory ---

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

NOTE: ITEMS 10 - 12 APPLY ONLY IF THE OFFER EXCEEDS \$100,000 IN AMOUNT.

10. FAR 52.209-5, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (March 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that ---

(i) The Offeror and/or any of its Principals---

(A) ☐ **Are**, ☐ **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ **Have**, ☐ **have not**, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) ☐ **Are**, ☐ **are not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror ☐ **has**, ☐ **has not** within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

11. FAR 52.223-1, CLEAN AIR AND WATER CERTIFICATION (APR 1984)

(Applicable if the offer exceeds \$100,000, or the Contracting Officer has determined that orders under an Indefinite Quantity Contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Offeror certifies that---

(a) Any facility to be used in the performance of the proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 ---

(1) No Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

13. FAR 52.223-4, RECOVERED MATERIAL CERTIFICATION (OCT 1997) (Applicable if the solicitation requires the use of recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

14. FAR 52.225-1, BUY AMERICAN CERTIFICATE (DEC 1989) (Applicable to solicitations for supplies, or for services (except construction) involving the furnishing of supplies, for use in the United States.)

The Offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufacture outside the United States.

Excluded End Products

Country of Origin

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials and supplies excepted from the Buy American Act.

**15. FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)(MAY 1999)
(Applicable if over 100K and not set-aside for Small Business)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

16. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(Applies to competitive contracts expected to exceed \$100,000 (including all options) and competitive 8(a) contracts)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check block that is applicable)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals, established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

17. COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(Applies to all solicitations and contracts exceeding \$25,000 using appropriated funds)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐, has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

SECTION L

INSTRS., CONDS., AND NOTICES TO OFFERORS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price indefinite quantity contract resulting from this solicitation.

2. PRE-AWARD SURVEY

The Government reserves the right to make a pre-award survey for the facilities of any bidder/offeror to determine whether or not such bidder/offer is adequately qualified to perform the requirements of any contract that may be awarded on the basis of this specification. Investigation may be conducted to determine that the prospective Contractor does regularly engage in the performance of work of the type covered by the specification and has a satisfactory record of performance in this field. The offeror must establish a satisfactory performance record on prior jobs (either Governmental, municipal, or commercial) in order to be considered for award. Each offeror submitting a bid/offer on the work required by this contract is requested to submit with their bid evidence of their experience, qualifications, financial responsibility and ability to carry out the terms of the contract. Submission of this information with your bid/offer will enable the Government to expedite the award of this contract.

3. 52.216-27 - SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

4. OTHER CONTRACTORS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act, which will interfere with the performance of work by another Contractor, or by Government employees.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final and conclusive on the parties hereto subject only to appeal as provided in the "Disputes" clause of this contract. When there is any conflict between the various printed forms and other written terms, conditions, supplements, etc., the latter will govern.

5. COPIES OF THE CONTRACTOR'S PAYROLLS

Upon request in writing by the Contracting Officer, the Contractor shall within five working days, furnish a certified copy of the last payroll prior to date of said request. This payroll shall reflect payments for all Contractor's employees working under this contract during the payroll period. The Contracting Officer may request copies of any or all payrolls during the life of the contract.

6. GOVERNMENT FORMS

The various Government forms mentioned in this solicitation such as personal history forms, pass forms, sign out forms, inspection forms, etc., may be obtained from the Property Manager or the Contracting Officer's Representative shown in Section G.

7. 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, **provided** there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(c) Unless prohibited by agency regulations, any data required to be submitted on an agency supplement to

the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(d) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined on the content of the required form.

8. DISCREPANCY IN THE SPECIFICATIONS

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final and conclusive on the parties hereto subject only to appeal as provided in the "Disputes" clause of this contract. When there is any conflict between the various printed forms and other written terms, conditions, supplements, etc., the latter will govern.

9. 52.233-2 SERVICE OF PROTEST (AUG 96)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 400 15th Street SW, Auburn, WA 98001-6599.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

10. ADDITIONAL INFORMATION SOURCES

Offerors are advised that information relative to the documents, etc., shown below may be obtained by contacting the Contracting Officer's Representative listed in Section G:

- a. Solicitation for Offers (SFO);
- b. Supplemental Lease Agreement (SLA).

11. SUBMISSION OF TECHNICAL DATA

TECHNICAL PROPOSAL

In order to receive consideration in the technical evaluation process, offeror's technical proposals must, **at a minimum** address all of the areas outlined in the technical evaluations factor listed below. *Expensive, elaborate submittals are not required or encouraged.*

The technical proposal will be comprised of the following three factors and are listed in descending order of importance:

- A. Company Experience
- B. Past Performance
- C. Qualifications of Reality Personnel

Technical Evaluation Factors:

A. Company Experience

Experience considers the extent in which the offerors have executed and performed a contract for commercial Real Estate leasing transaction services similar to those described in the solicitation. The government will evaluate offers which show experience performing similar real estate services, within the past three years. If an offeror does not possess a **minimum** of three years of real estate experience, any relevant experience from key personnel may be submitted to supplement the amount, but only if those individuals will be involved in the active administration of the contract resulting from this solicitation.

This is a go, no-go factor. Therefore, the minimum 3 years experience must be met in order for offer to be further considered.

Submit a listing of similar commercial Real Estate leasing transaction contracts awarded to your company during the last 3 years, and include both government and non-government contracts. Submit key personnel experience, if necessary.

B. Past Performance

Past performance is one indicator of an offeror's ability to perform the contract successfully. The government will consider how current and relevant the information provided is, along with source of the information, context of the data, and general trends in Contractor's performance.

The Government will evaluate the relative merits of each offeror's past performance and considers the offeror's past performance record on contracts, which have been and/or are currently being performed. The evaluation will be an assessment on how well each offeror has satisfied its customers in the past in terms of

- 1) Quality of service
- 2) Customer service
- 3) Timeliness of performance

If an offeror has no relevant performance history, the Government will give it neither a favorable nor an unfavorable evaluation.

The Government may base its evaluation of past performance on information it receives from offerors and information that it obtains through its own investigation. The Government may contact an offeror's former customers and business associates; Federal, State and Local Government agencies; electronic databases; and other sources of information.

- 1) Provide references for contracts over the last 3 years, of the same or similar type commercial Real Estate leasing transactions and similar sized square footages identified in this solicitation. References must include the following:
 - (a). Name of firm for which the work was performed
 - (b). Name and address of building which was leased
 - (c). Contact person (name and phone number) for whom work was completed
 - (d). Size of the space for which lease was negotiated
- 2) Offerors may provide information on problems encountered on the identified contracts and the offeror's corrective action.
- 3) The contractor may provide past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement, if such information is relevant to this solicitation.
- 4) Please identify any of your firm's contracts, which have been terminated for default or cause in the past three years. You may state any circumstances relating to the termination, which assist in explaining the situation.

C. Qualifications of Reality Personnel

A detailed resume' listing the following for each proposed personnel shall be submitted with the offer:

1. Experience. Resume shall identify the type of experience possessed by *each individual* proposed. The size of space leased shall be identified in order for the Government to determine the complexity of leases negotiated. Also, the length of experience shall also be identified in order for the Government to determine that minimum experience times outlined in Section C, paragraph 6 have been met. Personnel responsible for antenna outleases shall have the appropriate PCS experience identified in Section C, paragraph 6.

2. Licenses: Resume for Real Estate Associates shall identify the Real Estate Licenses possessed for each state.

3. Knowledge of Local Real Estate Market: A brief description (no more than 2 pages for each employee) of each Real Estate Associate's experience with the *local* real estate market shall be submitted. This description must show the Associate's ability to determine local trends and economic influences as it related to leasing transactions negotiated. A description of three projects should be sufficient.

4. Ability to Negotiate and Document a Variety of Lease actions. A brief description of the size of lease transactions negotiated shall be submitted (i.e. from 10,000 - 200,00 sf, etc.). Resume must state the types of documentation Associate took to complete lease actions (i.e. negotiation memorandums, solicitation for offers, completed lease paperwork, justifications, etc.)

Offerors are requested to furnish **three** (3) complete sets of the following:

Packet 1 shall include the following:

SF-33, Solicitation, Offer & Award
Section A - Remittance Address
Section B - Supplies or Services and Prices
Section K - Representations & Certifications

Packet 2 shall include the following and marked "Technical Proposal":

Technical proposal shall include all information relating to company experience, past performance
And employee qualifications/project descriptions.

Proposals must be received on or before the proposal due date at the location specified in Block 7 of the Standard Form 33.

**SOLICITATION PROVISIONS
(Negotiated) (Updated 8/99)**

1. 52.215-1 - Instructions to Offerors--Competitive Acquisition (Dec 1999)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submissions, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revisions is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in post-award debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

2. GSAR 552.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52-252-6)

(a) Deviations to FAR clauses.

- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

3. 552.217-71 - NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517-207.

4. 552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (SEP 1999)

(a) The following definitions apply in this provision:

- (1) "Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.
- (2) "Deciding official" means the person chosen by the protester to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official for GSA.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location in the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) A protest filed directly with the General Services Administration (GSA) must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed in writing with the Contracting Officer.
- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2).
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

(d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(h) The following procedures apply to information submitted in support of or in response to an agency protest:

- (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
- (2) GSA procedures do not provide for any discovery.
- (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
- (4) The parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
- (5) Any written response by the agency to the protest must be filed with the deciding official within five (5) days after the filing of the protest.
- (6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.

(i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is orally communicated to protestor, it will be confirmed in writing within three (3) days after the decision.

(m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

SECTION M

EVALUATION FACTORS FOR AWARD

SECTION M

EVALUATION FACTORS FOR AWARD

SECTION M - EVALUATION FACTORS FOR AWARD

1. EVALUATION FACTORS FOR AWARD

- a. The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and technical factors listed below considered. *For this solicitation, technical quality is equally important as price. If the Government evaluates technical proposals as approximately equal, price may be the deciding factor. If the Government evaluates price proposals as approximately equal, technical quality may be the deciding factor.*

- b. Technical evaluation factors are listed in descending order of importance:

(1) Company Experience

- a) 3 yrs experience in negotiating commercial Real Estate leasing contracts
b) - completed the minimum size leasing transactions as described in Section C, paragraph 5(c)(1-4)

(2) Past Performance

- a) Quality of service
b) Customer service
c) Timeliness of performance

(3) Qualifications of Reality Personnel

- a) Amount of commercial Real Estate experience
b) Possession of required Real Estate Licenses
c) Experience in the local market for which work will be performed
d) Ability to negotiate and document a variety of lease actions from simple to complex.
- c. The Government will evaluate factor (b)(1)(a & b), Company Experience and 3(a & b), Amount of commercial real estate experience and possession of licenses, on a go, no go basis. **This means that to be considered further in the evaluation process**, an offeror must demonstrate that it has met the 3 years experience requirement for commercial leasing transactions in the state in which the offer is submitted. Furthermore, leasing transactions must have met the *minimum size requirements identified in Section C, paragraph 5*. **Also, to be considered further in the evaluation process**, an offeror must demonstrate that it's proposed personnel meet the *minimum number of years experience requirements* stated in Section C, paragraphs 6(a)1(b), 6(a)2(b), 6(a)3(a), 6(a)4 and 6(a)5, and *possess the required real estate licenses identified in Section C(6)*.

The Government reserves the right to reject offers for being unrealistically low in price.

2. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

3. EVALUATION OF PRICES

- a. The **HOURLY** price offered of the initial year for *each location* shall be multiplied by the estimated quantity of hours to establish a total price for each labor category. The total price of the realty personnel rates will be added together for a total to establish the full annual base year price for each location.

NOTE: THE NUMBER OF HOURS ARE ESTIMATES ONLY AND ARE USED FOR EVALUATION PURPOSES . THESE ESTIMATES IN NO WAY IS TO BE CONSTRUED AS A GUARANTEE.

- b. Each hourly option year price offered of the initial year for *each location* shall be multiplied by the estimated quantity of hours to establish a total price for each labor category. The total price of the realty personnel rates will be added together for a total to establish the full annual option year price for each location.

NOTE: THE NUMBER OF HOURS ARE ESTIMATES ONLY AND ARE USED FOR EVALUATION PURPOSES . THESE ESTIMATES IN NO WAY IS TO BE CONSTRUED AS A GUARANTEE.

- c. The total price to be used for establishing the low bidder/offeror shall be determined by adding the totals of 2.a. and 2.b. above, i.e., the total annual prices of the initial year and the four option years.

4. FORMULA FOR AWARD

After receipt of the offers, the Government will begin evaluation of offeror's technical proposal. Evaluation scores will be ranked from highest to lowest.

It is the intent of the Government to make award without discussions. If discussions are not conducted, the technical evaluation scores will be combined with the offeror's evaluated price, and award will be made to the offer presenting the **best value to the Government, price and technical combined.**

If discussions are to be conducted, the Government will establish a competitive range. Offerors determined not to be in the competitive range will be notified in accordance with FAR 15.503. If the number of offers in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Once the competitive range has been established, the prices will then be evaluated together with the technical ratings to determine the best value to the Government. Award will be made to the offer which presents the best value to the Government, price and technical combined.

NOTE: Any discounts offered will not be considered in the evaluation of offers in accordance with the "Discounts" clause contained in the Supplemental Contract Clauses for Building Services Contracts.